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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 28 जनवरी, 2020

का.आ. 128.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1479 दिनांक 06 अगस्त, 2019 जो भारत के साप्ताहिक राजपत्र 11—17 अगस्त, 2019 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना— पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 12 अक्टूबर, 2019 तक उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची
तहसील- मऊरानीपुर जिला- झाँसी राज्य- उत्तर प्रदेश

गाँव का नाम	सर्वे न./गाटा न.	क्षेत्रफल		
		हैक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)
बसारी	349	00	08	79
	350	00	02	78
	351	00	07	80
	346	00	40	06
	345	00	02	07
	341	00	10	22
	340	00	09	61
	376	00	01	51
	318	00	09	18
	317	00	21	53
	314	00	09	45
	322	00	08	48
	311	00	11	64
	308	00	05	67
	323	00	02	06

(1)	(2)	(3)	(4)	(5)
	307	00	00	81
	324	00	03	66
	303	00	03	05
	302	00	16	12
	299	00	06	64
	290	00	04	26
	298	00	01	77
	291	00	10	13
	293	00	07	24
	287	00	10	08
	283	00	04	67
	285	00	02	33
	284	00	08	28
	286	00	03	78
	278	00	06	69
	Total	02	40	36
देवरी सिंहपुरा	1484	00	11	23
	1485	00	04	65
	1479	00	00	27
	1464	00	10	69
	1463	00	07	24
	1462	00	03	92
	1461	00	22	73
	1455	00	00	36
	1434	00	08	54
	1435	00	08	01
	1436	00	08	78
	1437	00	03	26
	1438	00	00	73
	1443	00	00	28

(1)	(2)	(3)	(4)	(5)
	1442	00	14	19
	1441	00	01	88
	1440	00	01	43
	1439	00	00	78
	1444	00	00	76
	1446	00	04	33
	Total	01	14	06
भौरारों	188	00	00	11
	189	00	00	09
	178	00	01	10
	190	00	08	87
	191	00	11	68
	192	00	00	47
	195	00	10	54
	297	00	02	20
	293	00	31	39
	304	00	00	55
	Total	00	67	00
लुहरगॉव रानीपुर	1503	00	01	06
	1506	00	35	13
	1505	00	00	70
	1504	00	06	60
	1509	00	01	27
	1513	00	09	00
	1510	00	00	48
	1511	00	00	41
	1489	00	11	68
	1488	00	11	68
	1486	00	03	63
	1481	00	01	15
	1478	00	09	77

(1)	(2)	(3)	(4)	(5)
	1479	00	19	88
	1480	00	10	26
	1482	00	00	46
	1458	00	00	46
	1384	00	01	87
	1385	00	23	49
	1386	00	05	54
	1389	00	01	12
	1397	00	02	09
	1396	00	00	44
	1393	00	17	28
	1392	00	00	51
	1390	00	23	98
	1391	00	00	74
	1409	00	00	51
	1410	00	00	51
	1317	00	09	14
	1316	00	12	46
	1315	00	00	42
	1310	00	14	46
	1309	00	07	55
	1308	00	06	53
	1307	00	00	53
	1306	00	12	82
	1297	00	09	36
	1216	00	00	34
	1217	00	25	72
	1223	00	00	57
	1224	00	32	76
	1206	00	00	60

(1)	(2)	(3)	(4)	(5)
	1205	00	07	85
	1204	00	11	16
	1203	00	15	53
	1191	00	00	43
	1190	00	00	39
	1187	00	09	70
	1186	00	12	24
	1183	00	00	52
	1179	00	08	28
	1177	00	09	03
	1176	00	00	51
	1171	00	07	38
	1172	00	22	32
	1168	00	00	38
	1033	00	26	80
	1034	00	00	30
	1035	00	25	01
	1037	00	35	83
	1039	00	02	81
	639	00	00	96
	638	00	00	82
	637	00	02	35
	566	00	00	71
	558	00	05	14
	559	00	25	61
	560	00	02	60
	555	00	16	20
	552	00	09	75
	570	00	00	98

(1)	(2)	(3)	(4)	(5)
	551	00	02	35
	548	00	18	04
	549	00	00	56
	542	00	19	02
	539	00	22	28
	538	00	02	34
	Total	06	61	14
पचौरो	1102	00	00	15
	772	00	06	96
	767	00	00	54
	771	00	04	24
	769	00	01	80
	770	00	10	84
	765	00	02	82
	764	00	05	72
	751	00	05	40
	786	00	02	07
	750	00	06	09
	744	00	19	23
	747	00	02	16
	745	00	00	31
	746	00	04	51
	731	00	01	59
	730	00	09	41
	728	00	02	37
	713	00	07	45
	708	00	23	58
	629	00	00	57
	707	00	00	02
	630	00	04	29
	631	00	06	21

(1)	(2)	(3)	(4)	(5)
	632	00	04	86
	635	00	01	95
	641	00	06	95
	640	00	02	54
	646	00	13	14
	650	00	02	99
	651	00	05	10
	652	00	04	97
	659	00	00	74
	658	00	03	96
	657	00	02	13
	656	00	01	10
	589	00	00	03
	588	00	12	59
	591	00	00	64
	587	00	04	67
	586	00	00	88
	584	00	12	78
	565	00	29	15
	567	00	03	30
	570	00	06	27
	569	00	05	66
	571	00	00	07
	375	00	04	19
	376	00	00	85
	377	00	03	59
	380	00	04	60
	379	00	01	27
	366	00	09	56
	365	00	17	21
	356	00	00	66

(1)	(2)	(3)	(4)	(5)
	334	00	23	40
	336	00	17	29
	329	00	00	72
	328	00	12	87
	321	00	06	26
	320	00	00	72
	303	00	02	37
	302	00	14	91
	300	00	00	30
	299	00	13	38
	297	00	00	60
	296	00	09	85
	234	00	02	11
	235	00	01	83
	236	00	02	21
	240	00	14	78
	242	00	23	65
	243	00	02	62
	250	00	00	57
	251	00	20	16
	252	00	20	05
	253	00	00	16
	261	00	00	53
	262	00	00	73
	263	00	19	80
	264	00	01	13
	265	00	01	63
	Total	05	11	36
मेंढकी	826	00	00	57
	825	00	00	70
	824	00	07	71

(1)	(2)	(3)	(4)	(5)
	823	00	22	54
	822	00	06	13
	827	00	00	79
	832	00	14	15
	831	00	09	50
	833	00	03	81
	834	00	22	14
	835	00	13	01
	830	00	01	70
	838	00	01	78
	829	00	01	78
	887	00	00	93
	886	00	19	02
	885	00	16	92
	888	00	00	81
	889	00	01	04
	903	00	06	96
	902	00	11	75
	901	00	24	85
	925	00	00	05
	900	00	03	68
	908	00	01	07
	922	00	17	44
	920	00	00	54
	919	00	14	43
	912	00	00	02
	913	00	04	83
	914	00	09	40
	916	00	07	56
	915	00	00	55
	533	00	01	14

(1)	(2)	(3)	(4)	(5)
	520	00	00	54
	512	00	17	21
	513	00	00	92
	514	00	24	03
	510	00	00	53
	509	00	19	75
	494	00	00	01
	506	00	00	25
	499	00	00	99
	498	00	12	75
	496	00	01	46
	497	00	10	65
	482	00	00	55
	473	00	24	65
	474	00	00	47
	475	00	00	45
	389	00	08	70
	393	00	00	54
	361	00	11	24
	362	00	14	94
	366	00	13	50
	367	00	02	84
	369	00	00	47
	336	00	21	07
	327	00	00	59
	326	00	00	48
	325	00	27	58
	318	00	00	55
	317	00	00	62
	179	00	10	94
	180	00	18	62

(1)	(2)	(3)	(4)	(5)
	181	00	00	58
	182	00	06	77
	184	00	14	27
	165	00	00	64
	164	00	00	91
	163	00	00	75
	158	00	18	02
	161	00	00	27
	149	00	20	93
	148	00	17	19
	147	00	00	73
	Total	05	78	25
भकौरौ	16	00	00	46
	7	00	00	09
	3	00	06	48
	2	00	07	73
	1	00	06	78
	Total	00	21	54
कोटरा	952	00	07	59
	951	00	14	40
	954	00	00	41
	962	00	18	31
	963	00	03	15
	950	00	02	18
	947	00	01	93
	946	00	01	93
	931	00	13	72
	930	00	11	73
	929	00	01	67
	929/1072	00	14	03
	928	00	10	60

(1)	(2)	(3)	(4)	(5)
	894	00	01	67
	473	00	15	88
	860	00	00	20
	859	00	00	90
	893	00	02	02
	858/1068	00	07	19
	854	00	16	01
	853	00	22	33
	852	00	09	18
	851	00	33	36
	847	00	00	51
	797	00	13	21
	794	00	00	27
	796	00	00	83
	795	00	13	66
	789	00	00	15
	790	00	00	66
	788	00	22	38
	778	00	00	04
	781	00	00	43
	774	00	00	11
	770	00	09	96
	771	00	09	45
	772	00	09	35
	773	00	09	63
	765	00	00	44
	766	00	00	06
	761	00	15	19
	749	00	00	84
	578	00	02	90
	669/1081	00	02	84

(1)	(2)	(3)	(4)	(5)
	669	00	01	59
	668/1085	00	00	23
	668	00	23	46
	667	00	03	60
	650	00	00	01
	651	00	01	06
	640	00	00	23
	638	00	00	43
	637	00	17	44
	636	00	10	40
	Total	03	81	75
सुहागपुरा	105	00	00	63
	111	00	00	04
	128	00	16	20
	127	00	00	49
	126	00	14	64
	121	00	24	49
	120	00	00	59
	93	00	00	49
	86	00	10	89
	87	00	14	01
	71	00	02	50
	84	00	21	90
	Total	01	06	87
स्यावरी	3251	00	35	46
	3247	00	01	43
	3246	00	00	75
	3245	00	00	39
	3244	00	02	36
	3243	00	02	08
	3240	00	00	49

(1)	(2)	(3)	(4)	(5)
	3189	00	11	47
	3188	00	03	07
	3185	00	00	41
	3183	00	08	08
	3182	00	00	56
	3178	00	10	64
	3180	00	01	09
	3169	00	04	34
	3170	00	16	32
	3168	00	00	43
	3167	00	27	72
	3161	00	01	91
	3158	00	28	10
	3157	00	11	28
	3159	00	00	54
	3153	00	05	67
	3117	00	02	39
	3119	00	00	56
	3120	00	01	97
	3145	00	17	64
	3146	00	01	23
	3144	00	00	55
	3141	00	24	99
	3140	00	00	97
	3134	00	01	54
	3129	00	30	96
	3128	00	08	01
	3003	00	13	06
	3004	00	00	38
	3010	00	32	92
	3008	00	01	89

(1)	(2)	(3)	(4)	(5)
	3009	00	10	07
	3019	00	00	60
	3020	00	24	30
	3042	00	00	36
	3043	00	13	07
	3044	00	02	66
	3045	00	09	10
	3124	00	00	52
	3046	00	07	08
	3047	00	00	81
	3051	00	01	25
	3093	00	00	68
	3089	00	05	88
	3090	00	07	59
	3091	00	03	09
	3092	00	03	55
	3056	00	01	29
	3057	00	55	66
	3066	00	08	39
	3067	00	06	88
	3068	00	00	40
	3069	00	16	15
	3070	00	01	21
	Total	04	94	24
चिमदवारा	680	00	01	73
	681	00	00	14
	682	00	10	90
	685	00	00	30
	683	00	10	31
	684	00	03	52
	687	00	00	71

(1)	(2)	(3)	(4)	(5)
	701	00	15	31
	693	00	00	82
	694	00	07	69
	695	00	08	54
	726	00	00	51
	735	00	08	94
	736	00	10	56
	752	00	17	02
	759	00	08	89
	760	00	21	18
	761	00	00	52
	762	00	14	19
	763	00	27	23
	764	00	00	38
	771	00	00	30
	773	00	04	29
	774	00	15	41
	775	00	00	51
	776	00	14	15
	751	00	05	18
	377	00	05	88
	777	00	00	14
	376	00	13	65
	375	00	00	50
	374	00	09	38
	357	00	00	56
	351	00	35	42
	354	00	00	57
	342	00	11	70
	343	00	01	45
	Total	02	88	48

(1)	(2)	(3)	(4)	(5)
रेवन	1229	00	02	46
	1231	00	01	20
	1233	00	23	11
	1250	00	01	04
	1251	00	00	36
	1255	00	24	67
	1259	00	17	61
	1258	00	02	26
	1257	00	28	79
	1217	00	01	47
	1216	00	05	98
	1215	00	04	42
	1214	00	10	37
	1213	00	06	09
	1200	00	04	57
	1201	00	00	76
	1198	00	14	05
	1203	00	00	21
	1194	00	09	61
	1193	00	00	55
	1195	00	05	79
	1196	00	01	24
	1144	00	01	71
	1146	00	12	61
	1148	00	08	99
	1151	00	09	58
	1160	00	01	60
	1150	00	10	66
	1080	00	02	31
	1081	00	05	17
	1076	00	02	32

(1)	(2)	(3)	(4)	(5)
	1077	00	23	89
	1064	00	10	30
	1065	00	09	03
	1066	00	12	23
	1067	00	11	38
	1054	00	15	67
	1037	00	09	18
	1018	00	01	00
	1017	00	08	40
	1011	00	33	21
	1010	00	06	23
	952	00	00	99
	874	00	03	97
	873	00	20	69
	872	00	00	45
	871	00	24	89
	870	00	00	32
	869	00	00	23
	866	00	20	08
	868	00	00	12
	867	00	00	02
	855	00	01	01
	679	00	26	28
	678	00	21	06
	677	00	00	63
	676	00	22	02
	675	00	14	12
	673	00	03	26
	674	00	06	69
	685	00	03	48
	672	00	00	44

(1)	(2)	(3)	(4)	(5)
	670	00	20	86
	512	00	02	37
	390	00	45	10
	399	00	01	11
	400	00	12	22
	383	00	00	41
	367	00	18	45
	432	00	01	25
	115	00	21	11
	114	00	06	26
	116	00	00	53
	110	00	09	35
	120	00	22	46
	152	00	00	42
	153	00	00	63
	164	00	31	70
	165	00	09	78
	166	00	15	53
	168	00	00	53
	183	00	18	68
	167	00	02	40
	108	00	03	45
	103	00	01	59
	100	00	01	80
	184	00	00	34
	99	00	09	03
	98	00	04	97
	97	00	00	68
	96	00	13	23
	94	00	06	59
	87	00	04	32

(1)	(2)	(3)	(4)	(5)
	86	00	12	39
	84	00	01	27
	81	00	02	76
	82	00	44	17
	61	00	00	40
	57	00	10	04
	56	00	10	44
	55	00	19	38
	2	00	01	40
	Total	09	22	23
किशोरपुरा	79	00	00	96
	342	00	08	82
	341	00	11	13
	340/823	00	04	80
	340/824	00	12	58
	336	00	00	64
	335	00	12	03
	334	00	06	31
	423	00	00	76
	332	00	12	66
	333	00	01	25
	322	00	13	77
	323	00	09	07
	317	00	02	92
	314	00	02	08
	315	00	13	30
	313	00	02	18
	297	00	01	17
	133	00	01	99

(1)	(2)	(3)	(4)	(5)
	134	00	05	06
	132	00	00	71
	135	00	06	51
	136	00	04	87
	137	00	05	03
	162	00	05	48
	161	00	07	88
	160	00	11	28
	157	00	06	84
	156	00	04	23
	155	00	04	65
	154	00	04	50
	153	00	01	04
	33	00	00	67
	181	00	05	10
	182	00	38	65
	6	00	52	59
	1	00	01	55
	Total	02	85	06
बेरवई	732	00	02	79
	579	00	01	16
	580	00	04	23
	581	00	07	75
	577	00	05	16
	578	00	01	30
	Total	00	22	39

[फा. सं. आर-11025/(15)3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 28th January, 2020

S. O. 128.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. NO.1479 dated the 06th August, 2019 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the weekly Gazette of India 11th -17th August, 2019, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Bina – Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 12th October, 2019;

And whereas the competent authority has under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Tehsil : Mau Ranipur

District: Jhansi

State:Uttar Pradesh

Name of Village	Survey No./Gata No.	Area		
		Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)
Basari	349	00	08	79
	350	00	02	78
	351	00	07	80
	346	00	40	06
	345	00	02	07
	341	00	10	22
	340	00	09	61
	376	00	01	51
	318	00	09	18
	317	00	21	53
	314	00	09	45
	322	00	08	48
	311	00	11	64
	308	00	05	67
	323	00	02	06
	307	00	00	81
	324	00	03	66
	303	00	03	05
	302	00	16	12
	299	00	06	64
	290	00	04	26
	298	00	01	77
	291	00	10	13
	293	00	07	24
	287	00	10	08
	283	00	04	67
	285	00	02	33
	284	00	08	28
	286	00	03	78
	278	00	06	69
	Total	02	40	36
Deori Singhpura	1484	00	11	23
	1485	00	04	65

(1)	(2)	(3)	(4)	(5)
	1479	00	00	27
	1464	00	10	69
	1463	00	07	24
	1462	00	03	92
	1461	00	22	73
	1455	00	00	36
	1434	00	08	54
	1435	00	08	01
	1436	00	08	78
	1437	00	03	26
	1438	00	00	73
	1443	00	00	28
	1442	00	14	19
	1441	00	01	88
	1440	00	01	43
	1439	00	00	78
	1444	00	00	76
	1446	00	04	33
	Total	01	14	06
Bhoraro	188	00	00	11
	189	00	00	09
	178	00	01	10
	190	00	08	87
	191	00	11	68
	192	00	00	47
	195	00	10	54
	297	00	02	20
	293	00	31	39
	304	00	00	55
	Total	00	67	00
Luhar Gaon Ranipur	1503	00	01	06
	1506	00	35	13
	1505	00	00	70
	1504	00	06	60
	1509	00	01	27
	1513	00	09	00
	1510	00	00	48
	1511	00	00	41
	1489	00	11	68
	1488	00	11	68
	1486	00	03	63
	1481	00	01	15
	1478	00	09	77
	1479	00	19	88
	1480	00	10	26
	1482	00	00	46
	1458	00	00	46
	1384	00	01	87
	1385	00	23	49
	1386	00	05	54
	1389	00	01	12
	1397	00	02	09
	1396	00	00	44
	1393	00	17	28
	1392	00	00	51
	1390	00	23	98
	1391	00	00	74
	1409	00	00	51
	1410	00	00	51

(1)	(2)	(3)	(4)	(5)
	1317	00	09	14
	1316	00	12	46
	1315	00	00	42
	1310	00	14	46
	1309	00	07	55
	1308	00	06	53
	1307	00	00	53
	1306	00	12	82
	1297	00	09	36
	1216	00	00	34
	1217	00	25	72
	1223	00	00	57
	1224	00	32	76
	1206	00	00	60
	1205	00	07	85
	1204	00	11	16
	1203	00	15	53
	1191	00	00	43
	1190	00	00	39
	1187	00	09	70
	1186	00	12	24
	1183	00	00	52
	1179	00	08	28
	1177	00	09	03
	1176	00	00	51
	1171	00	07	38
	1172	00	22	32
	1168	00	00	38
	1033	00	26	80
	1034	00	00	30
	1035	00	25	01
	1037	00	35	83
	1039	00	02	81
	639	00	00	96
	638	00	00	82
	637	00	02	35
	566	00	00	71
	558	00	05	14
	559	00	25	61
	560	00	02	60
	555	00	16	20
	552	00	09	75
	570	00	00	98
	551	00	02	35
	548	00	18	04
	549	00	00	56
	542	00	19	02
	539	00	22	28
	538	00	02	34
	Total	06	61	14
Pachauro	1102	00	00	15
	772	00	06	96
	767	00	00	54
	771	00	04	24
	769	00	01	80
	770	00	10	84
	765	00	02	82
	764	00	05	72

(1)	(2)	(3)	(4)	(5)
	751	00	05	40
	786	00	02	07
	750	00	06	09
	744	00	19	23
	747	00	02	16
	745	00	00	31
	746	00	04	51
	731	00	01	59
	730	00	09	41
	728	00	02	37
	713	00	07	45
	708	00	23	58
	629	00	00	57
	707	00	00	02
	630	00	04	29
	631	00	06	21
	632	00	04	86
	635	00	01	95
	641	00	06	95
	640	00	02	54
	646	00	13	14
	650	00	02	99
	651	00	05	10
	652	00	04	97
	659	00	00	74
	658	00	03	96
	657	00	02	13
	656	00	01	10
	589	00	00	03
	588	00	12	59
	591	00	00	64
	587	00	04	67
	586	00	00	88
	584	00	12	78
	565	00	29	15
	567	00	03	30
	570	00	06	27
	569	00	05	66
	571	00	00	07
	375	00	04	19
	376	00	00	85
	377	00	03	59
	380	00	04	60
	379	00	01	27
	366	00	09	56
	365	00	17	21
	356	00	00	66
	334	00	23	40
	336	00	17	29
	329	00	00	72
	328	00	12	87
	321	00	06	26
	320	00	00	72
	303	00	02	37
	302	00	14	91
	300	00	00	30
	299	00	13	38
	297	00	00	60
	296	00	09	85

(1)	(2)	(3)	(4)	(5)
	234	00	02	11
	235	00	01	83
	236	00	02	21
	240	00	14	78
	242	00	23	65
	243	00	02	62
	250	00	00	57
	251	00	20	16
	252	00	20	05
	253	00	00	16
	261	00	00	53
	262	00	00	73
	263	00	19	80
	264	00	01	13
	265	00	01	63
	Total	05	11	36
Merki	826	00	00	57
	825	00	00	70
	824	00	07	71
	823	00	22	54
	822	00	06	13
	827	00	00	79
	832	00	14	15
	831	00	09	50
	833	00	03	81
	834	00	22	14
	835	00	13	01
	830	00	01	70
	838	00	01	78
	829	00	01	78
	887	00	00	93
	886	00	19	02
	885	00	16	92
	888	00	00	81
	889	00	01	04
	903	00	06	96
	902	00	11	75
	901	00	24	85
	925	00	00	05
	900	00	03	68
	908	00	01	07
	922	00	17	44
	920	00	00	54
	919	00	14	43
	912	00	00	02
	913	00	04	83
	914	00	09	40
	916	00	07	56
	915	00	00	55
	533	00	01	14
	520	00	00	54
	512	00	17	21
	513	00	00	92
	514	00	24	03
	510	00	00	53
	509	00	19	75
	494	00	00	01
	506	00	00	25

(1)	(2)	(3)	(4)	(5)
	499	00	00	99
	498	00	12	75
	496	00	01	46
	497	00	10	65
	482	00	00	55
	473	00	24	65
	474	00	00	47
	475	00	00	45
	389	00	08	70
	393	00	00	54
	361	00	11	24
	362	00	14	94
	366	00	13	50
	367	00	02	84
	369	00	00	47
	336	00	21	07
	327	00	00	59
	326	00	00	48
	325	00	27	58
	318	00	00	55
	317	00	00	62
	179	00	10	94
	180	00	18	62
	181	00	00	58
	182	00	06	77
	184	00	14	27
	165	00	00	64
	164	00	00	91
	163	00	00	75
	158	00	18	02
	161	00	00	27
	149	00	20	93
	148	00	17	19
	147	00	00	73
	Total	05	78	25
Bhakoro	16	00	00	46
	7	00	00	09
	3	00	06	48
	2	00	07	73
	1	00	06	78
	Total	00	21	54
Kotra	952	00	07	59
	951	00	14	40
	954	00	00	41
	962	00	18	31
	963	00	03	15
	950	00	02	18
	947	00	01	93
	946	00	01	93
	931	00	13	72
	930	00	11	73
	929	00	01	67
	929/1072	00	14	03
	928	00	10	60
	894	00	01	67
	473	00	15	88
	860	00	00	20
	859	00	00	90
	893	00	02	02

(1)	(2)	(3)	(4)	(5)
	858/1068	00	07	19
	854	00	16	01
	853	00	22	33
	852	00	09	18
	851	00	33	36
	847	00	00	51
	797	00	13	21
	794	00	00	27
	796	00	00	83
	795	00	13	66
	789	00	00	15
	790	00	00	66
	788	00	22	38
	778	00	00	04
	781	00	00	43
	774	00	00	11
	770	00	09	96
	771	00	09	45
	772	00	09	35
	773	00	09	63
	765	00	00	44
	766	00	00	06
	761	00	15	19
	749	00	00	84
	578	00	02	90
	669/1081	00	02	84
	669	00	01	59
	668/1085	00	00	23
	668	00	23	46
	667	00	03	60
	650	00	00	01
	651	00	01	06
	640	00	00	23
	638	00	00	43
	637	00	17	44
	636	00	10	40
	Total	03	81	75
Suhagpura	105	00	00	63
	111	00	00	04
	128	00	16	20
	127	00	00	49
	126	00	14	64
	121	00	24	49
	120	00	00	59
	93	00	00	49
	86	00	10	89
	87	00	14	01
	71	00	02	50
	84	00	21	90
	Total	01	06	87
Siaori	3251	00	35	46
	3247	00	01	43
	3246	00	00	75
	3245	00	00	39
	3244	00	02	36
	3243	00	02	08
	3240	00	00	49
	3189	00	11	47

(1)	(2)	(3)	(4)	(5)
	3188	00	03	07
	3185	00	00	41
	3183	00	08	08
	3182	00	00	56
	3178	00	10	64
	3180	00	01	09
	3169	00	04	34
	3170	00	16	32
	3168	00	00	43
	3167	00	27	72
	3161	00	01	91
	3158	00	28	10
	3157	00	11	28
	3159	00	00	54
	3153	00	05	67
	3117	00	02	39
	3119	00	00	56
	3120	00	01	97
	3145	00	17	64
	3146	00	01	23
	3144	00	00	55
	3141	00	24	99
	3140	00	00	97
	3134	00	01	54
	3129	00	30	96
	3128	00	08	01
	3003	00	13	06
	3004	00	00	38
	3010	00	32	92
	3008	00	01	89
	3009	00	10	07
	3019	00	00	60
	3020	00	24	30
	3042	00	00	36
	3043	00	13	07
	3044	00	02	66
	3045	00	09	10
	3124	00	00	52
	3046	00	07	08
	3047	00	00	81
	3051	00	01	25
	3093	00	00	68
	3089	00	05	88
	3090	00	07	59
	3091	00	03	09
	3092	00	03	55
	3056	00	01	29
	3057	00	55	66
	3066	00	08	39
	3067	00	06	88
	3068	00	00	40
	3069	00	16	15
	3070	00	01	21
	Total	04	94	24
Chimadwara	680	00	01	73
	681	00	00	14
	682	00	10	90
	685	00	00	30
	683	00	10	31

(1)	(2)	(3)	(4)	(5)
	684	00	03	52
	687	00	00	71
	701	00	15	31
	693	00	00	82
	694	00	07	69
	695	00	08	54
	726	00	00	51
	735	00	08	94
	736	00	10	56
	752	00	17	02
	759	00	08	89
	760	00	21	18
	761	00	00	52
	762	00	14	19
	763	00	27	23
	764	00	00	38
	771	00	00	30
	773	00	04	29
	774	00	15	41
	775	00	00	51
	776	00	14	15
	751	00	05	18
	377	00	05	88
	777	00	00	14
	376	00	13	65
	375	00	00	50
	374	00	09	38
	357	00	00	56
	351	00	35	42
	354	00	00	57
	342	00	11	70
	343	00	01	45
	Total	02	88	48
Rewan	1229	00	02	46
	1231	00	01	20
	1233	00	23	11
	1250	00	01	04
	1251	00	00	36
	1255	00	24	67
	1259	00	17	61
	1258	00	02	26
	1257	00	28	79
	1217	00	01	47
	1216	00	05	98
	1215	00	04	42
	1214	00	10	37
	1213	00	06	09
	1200	00	04	57
	1201	00	00	76
	1198	00	14	05
	1203	00	00	21
	1194	00	09	61
	1193	00	00	55
	1195	00	05	79
	1196	00	01	24
	1144	00	01	71
	1146	00	12	61
	1148	00	08	99

(1)	(2)	(3)	(4)	(5)
	1151	00	09	58
	1160	00	01	60
	1150	00	10	66
	1080	00	02	31
	1081	00	05	17
	1076	00	02	32
	1077	00	23	89
	1064	00	10	30
	1065	00	09	03
	1066	00	12	23
	1067	00	11	38
	1054	00	15	67
	1037	00	09	18
	1018	00	01	00
	1017	00	08	40
	1011	00	33	21
	1010	00	06	23
	952	00	00	99
	874	00	03	97
	873	00	20	69
	872	00	00	45
	871	00	24	89
	870	00	00	32
	869	00	00	23
	866	00	20	08
	868	00	00	12
	867	00	00	02
	855	00	01	01
	679	00	26	28
	678	00	21	06
	677	00	00	63
	676	00	22	02
	675	00	14	12
	673	00	03	26
	674	00	06	69
	685	00	03	48
	672	00	00	44
	670	00	20	86
	512	00	02	37
	390	00	45	10
	399	00	01	11
	400	00	12	22
	383	00	00	41
	367	00	18	45
	432	00	01	25
	115	00	21	11
	114	00	06	26
	116	00	00	53
	110	00	09	35
	120	00	22	46
	152	00	00	42
	153	00	00	63
	164	00	31	70
	165	00	09	78
	166	00	15	53
	168	00	00	53
	183	00	18	68
	167	00	02	40
	108	00	03	45

(1)	(2)	(3)	(4)	(5)
	103	00	01	59
	100	00	01	80
	184	00	00	34
	99	00	09	03
	98	00	04	97
	97	00	00	68
	96	00	13	23
	94	00	06	59
	87	00	04	32
	86	00	12	39
	84	00	01	27
	81	00	02	76
	82	00	44	17
	61	00	00	40
	57	00	10	04
	56	00	10	44
	55	00	19	38
	2	00	01	40
	Total	09	22	23
Kishorpura	79	00	00	96
	342	00	08	82
	341	00	11	13
	340/823	00	04	80
	340/824	00	12	58
	336	00	00	64
	335	00	12	03
	334	00	06	31
	423	00	00	76
	332	00	12	66
	333	00	01	25
	322	00	13	77
	323	00	09	07
	317	00	02	92
	314	00	02	08
	315	00	13	30
	313	00	02	18
	297	00	01	17
	133	00	01	99
	134	00	05	06
	132	00	00	71
	135	00	06	51
	136	00	04	87
	137	00	05	03
	162	00	05	48
	161	00	07	88
	160	00	11	28
	157	00	06	84

(1)	(2)	(3)	(4)	(5)
	156	00	04	23
	155	00	04	65
	154	00	04	50
	153	00	01	04
	33	00	00	67
	181	00	05	10
	182	00	38	65
	6	00	52	59
	1	00	01	55
	Total	02	85	06
Berwai	732	00	02	79
	579	00	01	16
	580	00	04	23
	581	00	07	75
	577	00	05	16
	578	00	01	30
	Total	00	22	39

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 28 जनवरी, 2020

का.आ. 129.—केन्द्रीय सरकार ने पेट्रोलियम खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गयी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस में मंत्रालय की अधिसूचना संख्या का.आ. 1472 दिनांक 6 अगस्त 2019 जो भारत के साप्ताहिक राजपत्र 11-17 अगस्त 2019 में प्रकाशित की गयी थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना-पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राज पत्र अधिसूचना की प्रतियां जनता को दिनांक 16 सितंबर 2019 तक उपलब्ध करा दी गयी थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केंद्रीय सरकार को अपनी रिपोर्ट दे दी हैं;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिर्दिष्ट किया है;

अतः अब, केन्द्रीय सरकार में उक्त अधिनियम की धारा 6 की उप-धारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए या घोषणा करती है की इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केंद्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोल कार्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी छतिपूर्ति के लिए भारत पेट्रोल कार्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बंधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तहसील – टहरौली

जिला-झांसी

राज्य- उत्तर प्रदेश

गाँव का नाम	सर्वे नं./गाटा नं.	क्षेत्रफल		
		हैक्टेयर	एयर	वर्गमीटर
महेबा	193	00	00	72
	191	00	01	40
	194	00	05	81
	201	00	12	91
	205	00	26	83
	213	00	03	10
	182	00	01	74
	206	00	01	50
	16	00	26	64
	19	00	00	72
	23	00	02	08
	24	00	24	13
	25	00	34	27
	32	00	00	91
	33	00	00	78
	40	00	11	79
	39	00	04	40
	41	00	11	68
	80	00	00	84
	81	00	15	38
	82	00	04	53
	89	00	01	36
	90	00	01	89
	92	00	24	97
	93	00	03	00
	94	00	07	27
	95	00	09	70
	126	00	00	63

महेबा	127	00	00	58
	96	00	00	50
	133	00	02	38
	134	00	16	29
	138	00	29	69
	137	00	11	02
	139	00	00	95
	140	00	01	05
	142	00	07	42
	143	00	11	17
	144	00	00	74
	145	00	00	68
	146	00	13	27
	159	00	01	58
	158	00	00	06
	168	00	30	19
	169	00	00	76
	299	00	00	55
	300	00	02	51
	301	00	01	38
	496	00	00	71
	497	00	00	52
	587	00	12	31
	586	00	18	99
	588	00	02	05
	589	00	03	59
	586/1328	00	12	90
	585	00	22	25
	592	00	01	06
	593	00	00	92
	Total	04	49	05
दुगारा	1008	00	00	70
	995	00	26	99
	997	00	56	95
	998	00	09	78
	973	00	00	49

दुगारा	956	00	05	77
	955	00	10	00
	954	00	07	22
	957	00	03	98
	951	00	00	67
	950	00	57	73
	879	00	01	30
	878	00	23	35
	877	00	11	75
	872	00	00	39
	865	00	33	61
	864	00	26	53
	857	00	00	40
	859	00	00	52
	858	00	31	50
	856	00	00	40
	855	00	30	34
	848	00	09	28
	844	00	20	90
	831	00	00	56
	Total	03	71	11
पण्डवाहा	1036	00	37	23
	1035	00	00	36
	1029	00	29	53
	1027	00	14	56
	1048	00	31	15
	1049	00	14	21
	1050	00	18	09
	946	00	01	10
	940	00	09	87
	941	00	09	53
	944	00	29	15
	945	00	00	50
	947/1155	00	02	12
	948	00	33	60
	951	00	32	19

	899	00	01	82
	921	00	19	86
	Total	02	84	87
छिरौरा बुजुर्ग	491	00	18	99
	492	00	08	02
	493	00	06	57
	494	00	12	82
	495	00	12	11
	496	00	00	67
	505	00	16	35
	504	00	09	90
	503	00	09	18
	529	00	00	39
	314	00	17	85
	321	00	09	96
	313	00	04	06
	322	00	14	18
	309	00	29	13
	308	00	01	71
	294	00	36	36
	286	00	07	34
	285	00	30	40
	281	00	02	55
	282	00	22	70
	298	00	00	98
	Total	02	72	22
जौनियां	121	00	00	76
	115	00	32	00
	116	00	17	07
	119	00	21	79
	Total	00	71	62
गढ़ा	349	00	47	11
	350	00	00	60
	353	00	13	43
	354	00	12	32
	357	00	30	30

गढ़ा	358	00	09	52
	359	00	07	10
	361	00	11	50
	362	00	01	16
	367	00	01	33
	497	00	04	54
	498	00	08	23
	500	00	21	05
	501	00	26	64
	502	00	11	46
	503	00	02	81
	511	00	18	00
	515	00	00	54
	517	00	18	71
	518	00	11	52
	521	00	32	00
	522	00	02	43
	523	00	02	49
	524	00	07	09
	524/856	00	09	36
	526	00	09	65
	527	00	07	97
	530	00	08	88
	531	00	19	43
	532	00	09	10
	536	00	14	94
	537	00	15	25
	670	00	09	01
	671	00	18	50
	672	00	00	49
	673	00	39	65
	675	00	16	83
	676	00	25	02
	678	00	00	61
	694	00	12	01
	695	00	26	68

गढ़ा	696	00	09	25
	697	00	00	47
	705	00	00	59
	706	00	12	35
	710	00	34	53
	712	00	00	65
	718	00	13	92
	704	00	00	10
	719	00	12	61
	Total	06	29	73
तुर्क लहचुरा	1001	00	00	60
	999	00	54	50
	998	00	05	50
	996	00	01	50
	990	00	02	61
	985	00	02	75
	987	00	19	20
	989	00	06	60
	979	00	00	10
	943	00	05	88
	935	00	00	45
	938	00	05	05
	939	00	06	60
	937	00	05	30
	941	00	00	20
	936	00	09	84
	934	00	04	00
	933	00	04	21
	839	00	01	20
	844	00	02	50
	845	00	09	00
	848	00	11	00
	858	00	04	49
	867	00	08	89
	96	00	44	42
	90	00	09	67

तुर्क लहचुरा	89	00	01	03
	91	00	02	76
	58	00	07	85
	59	00	29	56
	60	00	11	82
	54	00	00	72
	50	00	11	60
	1	00	00	59
	Total	02	91	99
बिठौरा	331	00	00	71
	322	00	21	61
	320	00	11	88
	314	00	01	65
	299	00	05	87
	300	00	02	70
	297	00	02	70
	295	00	01	40
	294	00	02	84
	291	00	07	41
	292	00	12	20
	293	00	19	24
	271	00	01	74
	Total	00	91	95

[फा. सं. आर-11025(15)/3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 28th January, 2020

S.O. 129.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1472 dated 6th August 2019 issued under sub-section (1) of section 3 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the weekly Gazette of India. 11th-17th August, 2019, the Central Government declared its intention to acquire the right of user in the land the land specified in the Schedule appended to that notification for the purpose of laying Bina-Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 16th September, 2019;

And whereas the competent authority has under sub-section (1) of Section (6) of the said Act submitted report to the Central Government.

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in the exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P&MP Act, 1962 and no suit, claims or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

TEHSIL:- Tehroli		DISTRICT:- Jhansi		STATE:- Uttar Pradesh	
Name of Village	Survey No.	Area			
		Hectare	Are	Sqm.	
Maheba	193	00	00	72	
	191	00	01	40	
	194	00	05	81	
	201	00	12	91	
	205	00	26	83	
	213	00	03	10	
	182	00	01	74	
	206	00	01	50	
	16	00	26	64	
	19	00	00	72	
	23	00	02	08	
	24	00	24	13	
	25	00	34	27	
	32	00	00	91	
	33	00	00	78	
	40	00	11	79	
	39	00	04	40	
	41	00	11	68	
	80	00	00	84	
	81	00	15	38	
	82	00	04	53	
	89	00	01	36	
	90	00	01	89	
	92	00	24	97	
	93	00	03	00	
	94	00	07	27	
	95	00	09	70	
	126	00	00	63	
	127	00	00	58	
	96	00	00	50	
	133	00	02	38	
	134	00	16	29	
	138	00	29	69	
	137	00	11	02	
	139	00	00	95	
	140	00	01	05	
	142	00	07	42	
	143	00	11	17	
	144	00	00	74	
	145	00	00	68	
	146	00	13	27	

Maheba	159	00	01	58
	158	00	00	06
	168	00	30	19
	169	00	00	76
	299	00	00	55
	300	00	02	51
	301	00	01	38
	496	00	00	71
	497	00	00	52
	587	00	12	31
	586	00	18	99
	588	00	02	05
	589	00	03	59
	586/1328	00	12	90
	585	00	22	25
	592	00	01	06
	593	00	00	92
	Total	04	49	05
Dugada	1008	00	00	70
	995	00	26	99
	997	00	56	95
	998	00	09	78
	973	00	00	49
	956	00	05	77
	955	00	10	00
	954	00	07	22
	957	00	03	98
	951	00	00	67
	950	00	57	73
	879	00	01	30
	878	00	23	35
	877	00	11	75
	872	00	00	39
	865	00	33	61
	864	00	26	53
	857	00	00	40
	859	00	00	52
	858	00	31	50
	856	00	00	40
	855	00	30	34
	848	00	09	28
	844	00	20	90
	831	00	00	56
	Total	03	71	11
Pandwaha	1036	00	37	23
	1035	00	00	36
	1029	00	29	53
	1027	00	14	56
	1048	00	31	15
	1049	00	14	21
	1050	00	18	09
	946	00	01	10
	940	00	09	87
	941	00	09	53
	944	00	29	15
	945	00	00	50
	947/1155	00	02	12
	948	00	33	60
	951	00	32	19

Chhiraaura Buzurg	899	00	01	82
	921	00	19	86
	Total	02	84	87
	491	00	18	99
	492	00	08	02
	493	00	06	57
	494	00	12	82
	495	00	12	11
	496	00	00	67
	505	00	16	35
	504	00	09	90
	503	00	09	18
	529	00	00	39
	314	00	17	85
	321	00	09	96
	313	00	04	06
	322	00	14	18
	309	00	29	13
	308	00	01	71
	294	00	36	36
	286	00	07	34
	285	00	30	40
	281	00	02	55
	282	00	22	70
	298	00	00	98
	Total	02	72	22
Joniya	121	00	00	76
	115	00	32	00
	116	00	17	07
	119	00	21	79
	Total	00	71	62
Gada	349	00	47	11
	350	00	00	60
	353	00	13	43
	354	00	12	32
	357	00	30	30
	358	00	09	52
	359	00	07	10
	361	00	11	50
	362	00	01	16
	367	00	01	33
	497	00	04	54
	498	00	08	23
	500	00	21	05
	501	00	26	64
	502	00	11	46
	503	00	02	81
	511	00	18	00
	515	00	00	54
	517	00	18	71
	518	00	11	52
	521	00	32	00
	522	00	02	43
	523	00	02	49
	524	00	07	09
	524/856	00	09	36
	526	00	09	65
	527	00	07	97
	530	00	08	88
	531	00	19	43

Gada	532	00	09	10
	536	00	14	94
	537	00	15	25
	670	00	09	01
	671	00	18	50
	672	00	00	49
	673	00	39	65
	675	00	16	83
	676	00	25	02
	678	00	00	61
	694	00	12	01
	695	00	26	68
	696	00	09	25
	697	00	00	47
	705	00	00	59
	706	00	12	35
	710	00	34	53
	712	00	00	65
	718	00	13	92
	704	00	00	10
	719	00	12	61
	Total	06	29	73
Turka Lahchura	1001	00	00	60
	999	00	54	50
	998	00	05	50
	996	00	01	50
	990	00	02	61
	985	00	02	75
	987	00	19	20
	989	00	06	60
	979	00	00	10
	943	00	05	88
	935	00	00	45
	938	00	05	05
	939	00	06	60
	937	00	05	30
	941	00	00	20
	936	00	09	84
	934	00	04	00
	933	00	04	21
	839	00	01	20
	844	00	02	50
	845	00	09	00
	848	00	11	00
	858	00	04	49
	867	00	08	89
	96	00	44	42
	90	00	09	67
	89	00	01	03

Turka Lahchura	91	00	02	76
	58	00	07	85
	59	00	29	56
	60	00	11	82
	54	00	00	72
	50	00	11	60
	1	00	00	59
	Total	02	91	99
Bitthaura	331	00	00	71
	322	00	21	61
	320	00	11	88
	314	00	01	65
	299	00	05	87
	300	00	02	70
	297	00	02	70
	295	00	01	40
	294	00	02	84
	291	00	07	41
	292	00	12	20
	293	00	19	24
	271	00	01	74
	Total	00	91	95

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 28 जनवरी, 2020

का.आ. 130.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1470 दिनांक 06 अगस्त, 2019 जो भारत के साप्ताहिक राजपत्र 11-17 अगस्त, 2019 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना- पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 12 अक्टूबर, 2019 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

तहसील- महरौनी		अनुसूची जिला- ललितपुर		राज्य- उत्तर प्रदेश	
गाँव का नाम	सर्वे नं./गाटा न.	क्षेत्रफल			
		हैक्टेयर	एयर	वर्गमीटर	
(1)	(2)	(3)	(4)	(5)	
बारेयों	541	00	13	61	
	439	00	16	31	
	437	00	01	03	
	436	00	00	87	
	434	00	02	35	
	429	00	28	49	
	430	00	03	46	
	427	00	00	45	
	352	00	25	96	
	350	00	00	54	
	351	00	00	50	
	348	00	13	96	
	349	00	09	00	
	346	00	00	50	
	345	00	00	54	
	344	00	18	14	
	354	00	01	51	
	363	00	05	72	
	364	00	00	80	
	325	00	34	00	
	747	00	11	32	
	752	00	14	74	
	753	00	00	82	
	758	00	01	71	
	757	00	00	51	

(1)	(2)	(3)	(4)	(5)
	754	00	10	58
	755	00	21	63
	756	00	00	50
	320	00	03	37
	220	00	12	12
	221	00	00	73
	223	00	22	74
	224	00	00	76
	212	00	04	87
	211	00	13	06
	210	00	14	26
	209	00	05	73
	227	00	00	78
	228	00	24	04
	242	00	00	86
	229	00	00	61
	243	00	05	95
	244	00	26	27
	245	00	02	03
	246	00	04	99
	292	00	04	00
	250	00	01	46
	247	00	00	50
	253	00	41	92
	259	00	00	54
	260	00	00	52
	264	00	23	26
	270	00	00	62
	273	00	15	27
	272	00	02	86
	283	00	00	79
	291	00	01	27
	284	00	18	00
	285	00	00	61
	286	00	13	95

(1)	(2)	(3)	(4)	(5)
	290	00	07	26
	288	00	13	61
	169	00	01	29
	168	00	01	55
	166	00	08	11
	167	00	04	10
	Total	05	44	21
अमौरा	132	00	02	48
	95	00	01	45
	96	00	20	40
	94	00	08	10
	53	00	13	52
	52	00	05	47
	51	00	00	08
	68	00	13	00
	67	00	00	84
	66	00	18	27
	65	00	01	11
	63	00	00	77
	62	00	00	41
	61	00	14	16
	60	00	00	89
	56	00	21	85
	41	00	02	32
	17	00	23	69
	16	00	11	68
	18	00	00	52
	22	00	05	18
	21	00	16	61
	20	00	16	15
	24	00	00	55
	29	00	02	00
	28	00	00	67
	27	00	09	87
	26	00	06	16

(1)	(2)	(3)	(4)	(5)
	25	00	04	87
	605	00	03	31
	606	00	22	99
	Total	02	49	37
दरौनी	989	00	03	80
	990	00	11	94
	991	00	12	69
	983	00	03	12
	921	00	40	99
	924	00	00	80
	923	00	15	15
	922	00	04	53
	902	00	08	17
	901	00	02	00
	900	00	00	13
	899	00	08	59
	898	00	19	71
	897	00	17	57
	896	00	00	39
	895	00	00	48
	876	00	17	15
	875	00	04	00
	929	00	00	83
	874	00	00	05
	930	00	07	15
	794	00	05	60
	761	00	09	92
	760	00	16	36
	757	00	48	56
	736	00	00	48
	735	00	00	44
	705	00	13	11
	706	00	00	85
	708	00	04	90
	709	00	08	03

(1)	(2)	(3)	(4)	(5)
	710	00	01	48
	711/1113	00	06	74
	711	00	03	06
	713	00	00	62
	714	00	20	17
	717	00	00	85
	718	00	10	15
	693	00	00	62
	677	00	20	78
	680	00	02	38
	684	00	00	86
	685	00	15	63
	686	00	13	07
	687	00	08	01
	688	00	00	50
	Total	03	92	41
पाह	1049	00	07	19
	1048	00	21	22
	1046	00	10	36
	1075	00	31	56
	1077	00	18	89
	1078	00	05	26
	1070	00	58	72
	1065	00	10	47
	1571	00	48	41
	1537	00	17	61
	1536	00	06	71
	1538	00	12	67
	1545	00	11	98
	1544	00	00	67
	1546	00	12	37
	1547	00	10	30
	1516	00	02	13
	1515	00	13	95
	1514	00	09	04

(1)	(2)	(3)	(4)	(5)
	1513	00	00	70
	1517	00	20	66
	1509	00	01	87
	1507	00	21	96
	1492	00	36	38
	1476	00	19	90
	1477	00	12	21
	1474	00	04	68
	Total	04	27	87
सुनवाहा गिरन्ट	94	00	00	38
	93	00	25	02
	92	00	06	93
	91	00	00	60
	90	00	04	62
	89	00	06	46
	88	00	00	50
	87	00	12	51
	85	00	01	09
	72	00	03	64
	70	00	06	76
	69	00	00	50
	68	00	07	62
	67	00	07	84
	66	00	00	54
	65	00	11	00
	64	00	15	59
	63	00	14	64
	62	00	00	56
	61	00	12	94
	60	00	00	56
	59	00	00	47
	54	00	06	05
	52	00	08	73
	51	00	00	47
	50	00	10	34

(1)	(2)	(3)	(4)	(5)
	49	00	00	46
	48	00	18	22
	45	00	00	58
	47	00	02	00
	44	00	06	00
	43	00	01	59
	42	00	10	41
	39	00	00	53
	38	00	16	78
	5	00	00	48
	Total	02	23	41
उमरी	447	00	00	73
	453	00	03	40
	454	00	14	71
	459	00	00	55
	463	00	13	67
	462	00	10	98
	464	00	01	05
	466	00	15	78
	465	00	29	31
	468	00	00	68
	470	00	20	53
	471	00	00	50
	477	00	13	29
	478	00	10	98
	498	00	00	39
	489	00	06	05
	479	00	01	54
	483	00	03	03
	484	00	02	62
	485	00	31	91
	481	00	00	71
	386	00	15	64
	385	00	18	54
	488	00	00	37

(1)	(2)	(3)	(4)	(5)
	393	00	00	10
	383	00	00	60
	381	00	13	87
	382	00	07	25
	380	00	32	43
	379	00	01	17
	376	00	03	80
	374	00	05	13
	370	00	28	79
	368	00	05	62
	367	00	00	81
	366	00	12	74
	364	00	00	36
	365	00	19	02
	362	00	00	47
	361	00	17	19
	360	00	00	46
	348	00	07	93
	346	00	00	48
	344	00	17	24
	352	00	00	63
	Total	03	93	05
अजनौरा	905	00	00	72
	902	00	15	70
	903	00	00	71
	882	00	04	59
	881	00	12	18
	883	00	00	46
	886	00	14	69
	880	00	06	23
	879	00	00	58
	878	00	11	28
	877	00	00	61
	876	00	09	21
	868	00	00	59

(1)	(2)	(3)	(4)	(5)
	865	00	24	76
	668	00	00	83
	563	00	01	77
	553	00	08	47
	552	00	00	54
	551	00	17	15
	550	00	00	73
	549	00	11	96
	548	00	12	50
	547	00	10	84
	518	00	00	64
	519	00	05	83
	522	00	08	36
	523	00	11	21
	529	00	00	55
	512	00	21	10
	513	00	00	58
	510	00	14	68
	511	00	00	37
	531	00	00	38
	499	00	05	29
	407	00	00	47
	410	00	03	32
	412	00	20	94
	413	00	01	57
	421	00	10	62
	420	00	00	53
	414	00	14	56
	416	00	00	69
	301	00	02	39
	389	00	30	25
	387	00	00	66
	386	00	04	00
	381	00	06	09
	372	00	01	61

(1)	(2)	(3)	(4)	(5)
	347	00	14	58
	349	00	02	95
	371	00	06	50
	348	00	02	19
	370	00	11	63
	350	00	00	61
	351	00	40	98
	352	00	00	78
	304	00	01	29
	Total	04	15	30
कुआगाँव	1939	00	02	55
	1895	00	23	40
	1897	00	00	62
	1920	00	09	91
	1917	00	19	12
	1915	00	35	13
	1912	00	03	78
	1921	00	00	64
	1911	00	02	01
	1924	00	00	19
	1795	00	03	34
	1770	00	00	55
	1761	00	20	29
	1762	00	00	67
	1768	00	12	75
	1767	00	00	18
	1769	00	01	04
	1772	00	11	77
	1777	00	00	17
	1773	00	09	81
	1775	00	07	18
	1774	00	02	32
	1632	00	00	52
	1632/1947	00	02	13
	1625	00	09	02

(1)	(2)	(3)	(4)	(5)
	1626	00	14	20
	1613	00	02	00
	1628	00	00	87
	1925	00	00	20
	1610	00	00	30
	1627	00	03	87
	1629	00	00	36
	1612	00	10	82
	1611	00	23	86
	1587	00	02	90
	1588	00	01	41
	1592	00	01	39
	1589	00	09	35
	1591	00	05	63
	1590	00	19	29
	864	00	01	11
	858	00	00	64
	856	00	03	07
	855	00	07	61
	849	00	00	44
	847	00	06	69
	845	00	00	41
	843	00	13	64
	842	00	00	47
	1771	00	00	50
	839	00	00	47
	Total	03	10	59
बानपुर	1911	00	05	80
	1910	00	02	98
	1912	00	03	42
	1915	00	08	63
	1907	00	02	16
	1916	00	06	45
	1917	00	02	59
	1906	00	09	99

(1)	(2)	(3)	(4)	(5)
	1905	00	15	20
	1972	00	08	90
	1975	00	16	41
	1893	00	15	63
	1892	00	01	81
	1987	00	02	25
	1988	00	08	79
	1891	00	01	28
	1889	00	00	51
	1890	00	06	30
	1994	00	02	12
	1995	00	00	35
	1888	00	02	43
	1996	00	26	77
	1997	00	11	24
	1999	00	01	23
	1837	00	01	65
	1775	00	17	61
	1780	00	20	01
	1781	00	01	16
	1782	00	16	66
	1791	00	05	34
	1790	00	08	15
	1802	00	10	32
	1804	00	09	99
	1806	00	42	76
	902/1	00	05	30
	901/1	00	00	20
	901/2	00	16	81
	901/3	00	17	90
	900/1	00	10	35
	899/1	00	03	71
	899/2	00	08	47
	896	00	05	85
	893/1	00	05	72

(1)	(2)	(3)	(4)	(5)
	893/2	00	02	37
	161	00	01	75
	869/3	00	01	63
	869/4	00	00	98
	870	00	37	59
	859	00	23	93
	854	00	05	44
	419	00	23	08
	418	00	00	52
	417	00	00	97
	414	00	02	16
	415	00	02	02
	413	00	00	25
	412	00	01	00
	407	00	19	65
	410	00	13	91
	408	00	02	67
	405	00	13	29
	404	00	04	96
	403	00	02	72
	402	00	10	54
	401	00	01	36
	400	00	11	97
	398	00	06	45
	435/2	00	07	54
	382/2	00	17	05
	436	00	28	98
	437/2	00	03	62
	437/1	00	02	44
	321/1	00	08	97
	321/2	00	18	55
	444	00	06	35
	445	00	05	86
	468	00	03	10
	467	00	00	51

(1)	(2)	(3)	(4)	(5)
	446	00	10	10
	461	00	00	30
	465	00	01	17
	466	00	03	68
	464	00	02	66
	463	00	04	23
	462	00	02	04
	460	00	02	69
	459	00	04	54
	457	00	03	18
	458	00	06	58
	547	00	00	64
	548	00	06	48
	549	00	03	54
	550	00	06	95
	552	00	06	74
	553/2	00	03	89
	562	00	03	98
	560	00	01	00
	553/1	00	22	06
	556	00	01	48
	434/1	00	00	50
	300	00	01	28
	Total	07	65	09
गंगासागर	165	00	02	79
	208	00	00	74
	207	00	00	71
	206	00	11	06
	209	00	07	12
	212	00	06	75
	210	00	01	00
	211	00	24	51
	242	00	32	67
	241	00	11	36
	243	00	04	41

(1)	(2)	(3)	(4)	(5)
	239	00	09	68
	244	00	00	47
	377	00	22	03
	380	00	04	68
	381	00	19	43
	382	00	05	11
	363	00	00	56
	372	00	00	59
	361	00	07	25
	360	00	13	72
	352	00	00	63
	351	00	05	08
	350	00	00	80
	346	00	29	84
	345	00	00	63
	343	00	09	55
	343	00	01	00
	341	00	02	41
	385	00	02	29
	Total	02	38	87
दौलतपुरा	362	00	02	09
	349	00	05	88
	360	00	14	40
	359	00	06	89
	358	00	07	54
	357	00	06	85
	355	00	00	40
	356	00	12	58
	315	00	01	57
	341	00	13	36
	317	00	00	50
	316	00	00	45
	301	00	16	83
	302	00	00	69
	314	00	05	52

(1)	(2)	(3)	(4)	(5)
	312	00	01	77
	311	00	11	93
	310	00	10	28
	137	00	00	51
	130	00	05	80
	129	00	05	35
	131	00	01	07
	135	00	15	88
	132	00	01	00
	Total	01	49	14
खाकरौन	962	00	01	80
	972	00	04	17
	971	00	00	71
	966	00	09	56
	965	00	02	66
	967	00	00	79
	970	00	04	16
	969	00	17	89
	976	00	00	34
	977	00	01	09
	979	00	02	37
	991	00	00	79
	992	00	18	39
	993	00	11	06
	994	00	00	63
	1003	00	21	41
	1005	00	08	53
	929	00	03	77
	928	00	06	82
	927	00	03	95
	968	00	00	30
	1029	00	19	62
	925	00	01	91
	926	00	14	18
	656	00	04	97

(1)	(2)	(3)	(4)	(5)
	659	00	00	72
	658	00	09	76
	660	00	00	79
	661	00	05	59
	664	00	19	90
	666	00	00	55
	697	00	07	84
	693	00	13	82
	692	00	00	20
	695	00	00	50
	698	00	08	37
	699	00	04	24
	906	00	01	88
	907	00	05	60
	908	00	13	15
	894	00	00	71
	896	00	21	86
	895	00	00	41
	887	00	14	11
	885	00	00	65
	884	00	04	03
	877	00	00	41
	879	00	03	78
	878	00	00	37
	872	00	00	62
	869	00	06	42
	865	00	00	47
	857	00	16	62
	853	00	00	50
	847	00	07	46
	846	00	07	98
	842	00	00	47
	838	00	14	96
	839	00	02	10
	836	00	00	63

(1)	(2)	(3)	(4)	(5)
	834	00	03	43
	831	00	15	29
	830	00	00	30
	825	00	00	76
	824	00	00	70
	823	00	06	73
	822	00	04	18
	821	00	00	70
	820	00	12	77
	819	00	04	37
	832/1104	00	00	50
	777	00	00	50
	827	00	01	08
	799	00	03	54
	797	00	03	32
	796	00	00	90
	795	00	16	61
	794	00	00	60
	772	00	09	33
	773	00	00	65
	774	00	09	95
	776	00	02	56
	775	00	08	14
	506	00	06	20
	500	00	13	15
	498	00	01	04
	Total	04	86	64
बरतला	639	00	32	52
	655	00	05	94
	638	00	01	22
	654	00	10	72
	653	00	09	33
	640	00	13	10
	652	00	15	75
	647	00	31	38

(1)	(2)	(3)	(4)	(5)
	646	00	09	90
	645	00	00	88
	644	00	01	27
	642	00	25	09
	643	00	01	21
	Total	01	58	31
अमरपुर	122	00	01	54
	142	00	04	76
	140	00	18	40
	139	00	19	63
	135	00	11	46
	150	00	00	63
	131	00	07	12
	154	00	20	13
	153	00	00	58
	157	00	00	58
	169	00	17	05
	168	00	04	06
	167	00	21	31
	179	00	00	49
	180	00	00	49
	198	00	19	95
	197	00	00	34
	196	00	00	83
	195	00	15	67
	194	00	13	94
	193	00	15	00
	202	00	00	50
	192	00	00	54
	Total	01	95	00
मौगान	1992	00	15	92
	1990	00	00	27
	1987	00	06	66
	1993	00	08	07
	2008	00	19	13

(1)	(2)	(3)	(4)	(5)
	1963	00	13	95
	1961	00	03	89
	2009	00	25	94
	2010	00	13	73
	2011	00	02	85
	2020	00	14	56
	2021	00	05	92
	2038	00	17	42
	2037	00	09	38
	Total	01	57	69
महुवा खेड़ा	427	00	05	54
	426	00	27	52
	425	00	08	10
	424	00	07	67
	433	00	00	84
	435	00	00	13
	434	00	00	71
	436	00	04	01
	437	00	26	27
	442	00	04	39
	443	00	05	00
	444	00	10	30
	398	00	00	42
	349	00	19	40
	350	00	02	32
	351	00	13	09
	352	00	01	83
	353	00	00	20
	354	00	18	03
	355	00	01	63
	356	00	03	95
	360	00	03	48
	359	00	04	60
	357	00	00	98
	358	00	20	48

(1)	(2)	(3)	(4)	(5)
	287	00	28	74
	282	00	16	37
	284	00	01	75
	265	00	02	46
	272	00	11	06
	271	00	01	52
	378	00	21	87
	281	00	00	30
	Total	02	74	96

[फा. सं. आर-11025(15)/3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 28th January, 2020

S.O. 130.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. NO.1470 dated the 06th August, 2019 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the weekly Gazette of India 11th -17th August, 2019, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Bina – Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 12th October, 2019;

And whereas the competent authority has under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE**Tehsil: Mehrauni****District: Lalitpur****State: Uttar Pradesh**

Name of Village	Survey No/Gata No	Hectare	Area Are	Sqm.
(1)	(2)	(3)	(4)	(5)
Baryo	541	00	13	61

(1)	(2)	(3)	(4)	(5)
	439	00	16	31
	437	00	01	03
	436	00	00	87
	434	00	02	35
	429	00	28	49
	430	00	03	46
	427	00	00	45
	352	00	25	96
	350	00	00	54
	351	00	00	50
	348	00	13	96
	349	00	09	00
	346	00	00	50
	345	00	00	54
	344	00	18	14
	354	00	01	51
	363	00	05	72
	364	00	00	80
	325	00	34	00
	747	00	11	32
	752	00	14	74
	753	00	00	82
	758	00	01	71
	757	00	00	51
	754	00	10	58
	755	00	21	63
	756	00	00	50
	320	00	03	37
	220	00	12	12
	221	00	00	73
	223	00	22	74
	224	00	00	76
	212	00	04	87
	211	00	13	06
	210	00	14	26
	209	00	05	73
	227	00	00	78
	228	00	24	04
	242	00	00	86
	229	00	00	61
	243	00	05	95
	244	00	26	27
	245	00	02	03
	246	00	04	99
	292	00	04	00
	250	00	01	46

(1)	(2)	(3)	(4)	(5)
	247	00	00	50
	253	00	41	92
	259	00	00	54
	260	00	00	52
	264	00	23	26
	270	00	00	62
	273	00	15	27
	272	00	02	86
	283	00	00	79
	291	00	01	27
	284	00	18	00
	285	00	00	61
	286	00	13	95
	290	00	07	26
	288	00	13	61
	169	00	01	29
	168	00	01	55
	166	00	08	11
	167	00	04	10
	Total	05	44	21
Amora	132	00	02	48
	95	00	01	45
	96	00	20	40
	94	00	08	10
	53	00	13	52
	52	00	05	47
	51	00	00	08
	68	00	13	00
	67	00	00	84
	66	00	18	27
	65	00	01	11
	63	00	00	77
	62	00	00	41
	61	00	14	16
	60	00	00	89
	56	00	21	85
	41	00	02	32
	17	00	23	69
	16	00	11	68
	18	00	00	52
	22	00	05	18
	21	00	16	61
	20	00	16	15
	24	00	00	55
	29	00	02	00
	28	00	00	67

(1)	(2)	(3)	(4)	(5)
	27	00	09	87
	26	00	06	16
	25	00	04	87
	605	00	03	31
	606	00	22	99
	Total	02	49	37
Daroni	989	00	03	80
	990	00	11	94
	991	00	12	69
	983	00	03	12
	921	00	40	99
	924	00	00	80
	923	00	15	15
	922	00	04	53
	902	00	08	17
	901	00	02	00
	900	00	00	13
	899	00	08	59
	898	00	19	71
	897	00	17	57
	896	00	00	39
	895	00	00	48
	876	00	17	15
	875	00	04	00
	929	00	00	83
	874	00	00	05
	930	00	07	15
	794	00	05	60
	761	00	09	92
	760	00	16	36
	757	00	48	56
	736	00	00	48
	735	00	00	44
	705	00	13	11
	706	00	00	85
	708	00	04	90
	709	00	08	03
	710	00	01	48
	711/1113	00	06	74
	711	00	03	06
	713	00	00	62
	714	00	20	17
	717	00	00	85
	718	00	10	15
	693	00	00	62
	677	00	20	78

(1)	(2)	(3)	(4)	(5)
	680	00	02	38
	684	00	00	86
	685	00	15	63
	686	00	13	07
	687	00	08	01
	688	00	00	50
	Total	03	92	41
Pah	1049	00	07	19
	1048	00	21	22
	1046	00	10	36
	1075	00	31	56
	1077	00	18	89
	1078	00	05	26
	1070	00	58	72
	1065	00	10	47
	1571	00	48	41
	1537	00	17	61
	1536	00	06	71
	1538	00	12	67
	1545	00	11	98
	1544	00	00	67
	1546	00	12	37
	1547	00	10	30
	1516	00	02	13
	1515	00	13	95
	1514	00	09	04
	1513	00	00	70
	1517	00	20	66
	1509	00	01	87
	1507	00	21	96
	1492	00	36	38
	1476	00	19	90
	1477	00	12	21
	1474	00	04	68
	Total	04	27	87
Sunwahagrant	94	00	00	38
	93	00	25	02
	92	00	06	93
	91	00	00	60
	90	00	04	62
	89	00	06	46
	88	00	00	50
	87	00	12	51
	85	00	01	09
	72	00	03	64
	70	00	06	76

(1)	(2)	(3)	(4)	(5)
	69	00	00	50
	68	00	07	62
	67	00	07	84
	66	00	00	54
	65	00	11	00
	64	00	15	59
	63	00	14	64
	62	00	00	56
	61	00	12	94
	60	00	00	56
	59	00	00	47
	54	00	06	05
	52	00	08	73
	51	00	00	47
	50	00	10	34
	49	00	00	46
	48	00	18	22
	45	00	00	58
	47	00	02	00
	44	00	06	00
	43	00	01	59
	42	00	10	41
	39	00	00	53
	38	00	16	78
	5	00	00	48
	Total	02	23	41
Umari	447	00	00	73
	453	00	03	40
	454	00	14	71
	459	00	00	55
	463	00	13	67
	462	00	10	98
	464	00	01	05
	466	00	15	78
	465	00	29	31
	468	00	00	68
	470	00	20	53
	471	00	00	50
	477	00	13	29
	478	00	10	98
	498	00	00	39
	489	00	06	05
	479	00	01	54
	483	00	03	03
	484	00	02	62
	485	00	31	91

(1)	(2)	(3)	(4)	(5)
	481	00	00	71
	386	00	15	64
	385	00	18	54
	488	00	00	37
	393	00	00	10
	383	00	00	60
	381	00	13	87
	382	00	07	25
	380	00	32	43
	379	00	01	17
	376	00	03	80
	374	00	05	13
	370	00	28	79
	368	00	05	62
	367	00	00	81
	366	00	12	74
	364	00	00	36
	365	00	19	02
	362	00	00	47
	361	00	17	19
	360	00	00	46
	348	00	07	93
	346	00	00	48
	344	00	17	24
	352	00	00	63
	Total	03	93	05
Ajnora	905	00	00	72
	902	00	15	70
	903	00	00	71
	882	00	04	59
	881	00	12	18
	883	00	00	46
	886	00	14	69
	880	00	06	23
	879	00	00	58
	878	00	11	28
	877	00	00	61
	876	00	09	21
	868	00	00	59
	865	00	24	76
	668	00	00	83
	563	00	01	77
	553	00	08	47
	552	00	00	54
	551	00	17	15
	550	00	00	73

(1)	(2)	(3)	(4)	(5)
	549	00	11	96
	548	00	12	50
	547	00	10	84
	518	00	00	64
	519	00	05	83
	522	00	08	36
	523	00	11	21
	529	00	00	55
	512	00	21	10
	513	00	00	58
	510	00	14	68
	511	00	00	37
	531	00	00	38
	499	00	05	29
	407	00	00	47
	410	00	03	32
	412	00	20	94
	413	00	01	57
	421	00	10	62
	420	00	00	53
	414	00	14	56
	416	00	00	69
	301	00	02	39
	389	00	30	25
	387	00	00	66
	386	00	04	00
	381	00	06	09
	372	00	01	61
	347	00	14	58
	349	00	02	95
	371	00	06	50
	348	00	02	19
	370	00	11	63
	350	00	00	61
	351	00	40	98
	352	00	00	78
	304	00	01	29
	Total	04	15	30
Kuwagaon	1939	00	02	55
	1895	00	23	40
	1897	00	00	62
	1920	00	09	91
	1917	00	19	12
	1915	00	35	13
	1912	00	03	78
	1921	00	00	64

(1)	(2)	(3)	(4)	(5)
	1911	00	02	01
	1924	00	00	19
	1795	00	03	34
	1770	00	00	55
	1761	00	20	29
	1762	00	00	67
	1768	00	12	75
	1767	00	00	18
	1769	00	01	04
	1772	00	11	77
	1777	00	00	17
	1773	00	09	81
	1775	00	07	18
	1774	00	02	32
	1632	00	00	52
	1632/1947	00	02	13
	1625	00	09	02
	1626	00	14	20
	1613	00	02	00
	1628	00	00	87
	1925	00	00	20
	1610	00	00	30
	1627	00	03	87
	1629	00	00	36
	1612	00	10	82
	1611	00	23	86
	1587	00	02	90
	1588	00	01	41
	1592	00	01	39
	1589	00	09	35
	1591	00	05	63
	1590	00	19	29
	864	00	01	11
	858	00	00	64
	856	00	03	07
	855	00	07	61
	849	00	00	44
	847	00	06	69
	845	00	00	41
	843	00	13	64
	842	00	00	47
	1771	00	00	50
	839	00	00	47
	Total	03	10	59
Banpur	1911	00	05	80
	1910	00	02	98

(1)	(2)	(3)	(4)	(5)
	1912	00	03	42
	1915	00	08	63
	1907	00	02	16
	1916	00	06	45
	1917	00	02	59
	1906	00	09	99
	1905	00	15	20
	1972	00	08	90
	1975	00	16	41
	1893	00	15	63
	1892	00	01	81
	1987	00	02	25
	1988	00	08	79
	1891	00	01	28
	1889	00	00	51
	1890	00	06	30
	1994	00	02	12
	1995	00	00	35
	1888	00	02	43
	1996	00	26	77
	1997	00	11	24
	1999	00	01	23
	1837	00	01	65
	1775	00	17	61
	1780	00	20	01
	1781	00	01	16
	1782	00	16	66
	1791	00	05	34
	1790	00	08	15
	1802	00	10	32
	1804	00	09	99
	1806	00	42	76
	902/1	00	05	30
	901/1	00	00	20
	901/2	00	16	81
	901/3	00	17	90
	900/1	00	10	35
	899/1	00	03	71
	899/2	00	08	47
	896	00	05	85
	893/1	00	05	72
	893/2	00	02	37
	161	00	01	75
	869/3	00	01	63
	869/4	00	00	98
	870	00	37	59

(1)	(2)	(3)	(4)	(5)
	859	00	23	93
	854	00	05	44
	419	00	23	08
	418	00	00	52
	417	00	00	97
	414	00	02	16
	415	00	02	02
	413	00	00	25
	412	00	01	00
	407	00	19	65
	410	00	13	91
	408	00	02	67
	405	00	13	29
	404	00	04	96
	403	00	02	72
	402	00	10	54
	401	00	01	36
	400	00	11	97
	398	00	06	45
	435/2	00	07	54
	382/2	00	17	05
	436	00	28	98
	437/2	00	03	62
	437/1	00	02	44
	321/1	00	08	97
	321/2	00	18	55
	444	00	06	35
	445	00	05	86
	468	00	03	10
	467	00	00	51
	446	00	10	10
	461	00	00	30
	465	00	01	17
	466	00	03	68
	464	00	02	66
	463	00	04	23
	462	00	02	04
	460	00	02	69
	459	00	04	54
	457	00	03	18
	458	00	06	58
	547	00	00	64
	548	00	06	48
	549	00	03	54
	550	00	06	95
	552	00	06	74

(1)	(2)	(3)	(4)	(5)
	553/2	00	03	89
	562	00	03	98
	560	00	01	00
	553/1	00	22	06
	556	00	01	48
	434/1	00	00	50
	300	00	01	28
	Total	07	65	09
Gangasagar	165	00	02	79
	208	00	00	74
	207	00	00	71
	206	00	11	06
	209	00	07	12
	212	00	06	75
	210	00	01	00
	211	00	24	51
	242	00	32	67
	241	00	11	36
	243	00	04	41
	239	00	09	68
	244	00	00	47
	377	00	22	03
	380	00	04	68
	381	00	19	43
	382	00	05	11
	363	00	00	56
	372	00	00	59
	361	00	07	25
	360	00	13	72
	352	00	00	63
	351	00	05	08
	350	00	00	80
	346	00	29	84
	345	00	00	63
	343	00	09	55
	343	00	01	00
	341	00	02	41
	385	00	02	29
	Total	02	38	87
Daulatpur	362	00	02	09
	349	00	05	88
	360	00	14	40
	359	00	06	89
	358	00	07	54
	357	00	06	85
	355	00	00	40

(1)	(2)	(3)	(4)	(5)
	356	00	12	58
	315	00	01	57
	341	00	13	36
	317	00	00	50
	316	00	00	45
	301	00	16	83
	302	00	00	69
	314	00	05	52
	312	00	01	77
	311	00	11	93
	310	00	10	28
	137	00	00	51
	130	00	05	80
	129	00	05	35
	131	00	01	07
	135	00	15	88
	132	00	01	00
	Total	01	49	14
Khakron	962	00	01	80
	972	00	04	17
	971	00	00	71
	966	00	09	56
	965	00	02	66
	967	00	00	79
	970	00	04	16
	969	00	17	89
	976	00	00	34
	977	00	01	09
	979	00	02	37
	991	00	00	79
	992	00	18	39
	993	00	11	06
	994	00	00	63
	1003	00	21	41
	1005	00	08	53
	929	00	03	77
	928	00	06	82
	927	00	03	95
	968	00	00	30
	1029	00	19	62
	925	00	01	91
	926	00	14	18
	656	00	04	97
	659	00	00	72
	658	00	09	76
	660	00	00	79

(1)	(2)	(3)	(4)	(5)
	661	00	05	59
	664	00	19	90
	666	00	00	55
	697	00	07	84
	693	00	13	82
	692	00	00	20
	695	00	00	50
	698	00	08	37
	699	00	04	24
	906	00	01	88
	907	00	05	60
	908	00	13	15
	894	00	00	71
	896	00	21	86
	895	00	00	41
	887	00	14	11
	885	00	00	65
	884	00	04	03
	877	00	00	41
	879	00	03	78
	878	00	00	37
	872	00	00	62
	869	00	06	42
	865	00	00	47
	857	00	16	62
	853	00	00	50
	847	00	07	46
	846	00	07	98
	842	00	00	47
	838	00	14	96
	839	00	02	10
	836	00	00	63
	834	00	03	43
	831	00	15	29
	830	00	00	30
	825	00	00	76
	824	00	00	70
	823	00	06	73
	822	00	04	18
	821	00	00	70
	820	00	12	77
	819	00	04	37
	832/1104	00	00	50
	777	00	00	50
	827	00	01	08
	799	00	03	54

(1)	(2)	(3)	(4)	(5)
	797	00	03	32
	796	00	00	90
	795	00	16	61
	794	00	00	60
	772	00	09	33
	773	00	00	65
	774	00	09	95
	776	00	02	56
	775	00	08	14
	506	00	06	20
	500	00	13	15
	498	00	01	04
	Total	04	86	64
Bartala	639	00	32	52
	655	00	05	94
	638	00	01	22
	654	00	10	72
	653	00	09	33
	640	00	13	10
	652	00	15	75
	647	00	31	38
	646	00	09	90
	645	00	00	88
	644	00	01	27
	642	00	25	09
	643	00	01	21
	Total	01	58	31
Amarpur	122	00	01	54
	142	00	04	76
	140	00	18	40
	139	00	19	63
	135	00	11	46
	150	00	00	63
	131	00	07	12
	154	00	20	13
	153	00	00	58
	157	00	00	58
	169	00	17	05
	168	00	04	06
	167	00	21	31
	179	00	00	49
	180	00	00	49
	198	00	19	95
	197	00	00	34
	196	00	00	83
	195	00	15	67

(1)	(2)	(3)	(4)	(5)
	194	00	13	94
	193	00	15	00
	202	00	00	50
	192	00	00	54
	Total	01	95	00
Mogan	1992	00	15	92
	1990	00	00	27
	1987	00	06	66
	1993	00	08	07
	2008	00	19	13
	1963	00	13	95
	1961	00	03	89
	2009	00	25	94
	2010	00	13	73
	2011	00	02	85
	2020	00	14	56
	2021	00	05	92
	2038	00	17	42
	2037	00	09	38
	Total	01	57	69
Mahuwa Kheda	427	00	05	54
	426	00	27	52
	425	00	08	10
	424	00	07	67
	433	00	00	84
	435	00	00	13
	434	00	00	71
	436	00	04	01
	437	00	26	27
	442	00	04	39
	443	00	05	00
	444	00	10	30
	398	00	00	42
	349	00	19	40
	350	00	02	32
	351	00	13	09
	352	00	01	83
	353	00	00	20
	354	00	18	03
	355	00	01	63
	356	00	03	95
	360	00	03	48

(1)	(2)	(3)	(4)	(5)
	359	00	04	60
	357	00	00	98
	358	00	20	48
	287	00	28	74
	282	00	16	37
	284	00	01	75
	265	00	02	46
	272	00	11	06
	271	00	01	52
	378	00	21	87
	281	00	00	30
	Total	02	74	96

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 28 जनवरी, 2020

का.आ. 131.—केन्द्रीय सरकार ने पेट्रोलियम खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गयी, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस में मंत्रालय की अधिसूचना संख्या का.आ. 1474 दिनांक 6 अगस्त 2019 जो भारत के साप्ताहिक राजपत्र 11-17 अगस्त 2019 में प्रकाशित की गयी थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना-पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 16 सितंबर 2019 तक उपलब्ध करा दी गयी थीं;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर की उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार में उक्त अधिनियम की धारा 6 की उप-धारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए या घोषणा करती है की इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोल कार्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी छतिपूर्ति के लिए भारत पेट्रोल कार्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बंधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तहसील— गरौठा

जिला—झांसी

राज्य—उत्तर प्रदेश

गाँव का नाम	सर्वे नं./ गाटा नं.	क्षेत्रफल		
		हैक्टेयर	एयर	वर्गमीटर
रानापुरा	356	00	01	11
	395	00	18	50

रानापुरा	405	00	01	17
	409	00	22	85
	408	00	32	63
	407	00	01	33
	406	00	01	56
	388	00	00	10
	387	00	11	94
	386	00	04	00
	327	00	00	47
	326	00	23	52
	323	00	10	46
	322	00	00	52
	320	00	14	77
	319	00	10	89
	318	00	00	57
	317	00	01	05
	316	00	00	50
	315	00	20	38
	314	00	04	30
	313	00	01	69
	Total	01	84	31
बिजौरा	267	00	01	99
	274	00	05	00
	273	00	00	72
	272	00	10	29
	270	00	26	71
	268	00	00	61
	266	00	04	04
	265	00	00	79
	262	00	13	83
	261	00	07	50
	258	00	12	20
	259	00	10	15
	239	00	00	81

बिजौरा	241	00	17	80
	242	00	01	83
	217	00	07	85
	219	00	10	10
	220	00	01	50
	216	00	01	50
	214	00	35	77
	215	00	10	12
	224	00	00	67
	178	00	14	69
	177	00	05	38
	174	00	01	66
	172	00	38	00
	165	00	01	39
	166	00	05	90
	167	00	01	92
	140	00	29	00
	138	00	00	57
	134	00	02	66
	126	00	01	50
	127	00	25	81
	129	00	26	34
	116	00	00	59
	111	00	26	93
	112	00	11	00
	103	00	00	67
	104	00	30	16
	54	00	00	86
	11	00	28	54
	10	00	25	74
	06	00	00	85
	01	00	14	75
	Total	04	76	69
टोडी	71	00	00	54
	73	00	13	92
	74	00	16	50

टोडी	77	00	00	57
	78	00	00	70
	79	00	04	59
	80	00	19	00
	81	00	30	52
	68	00	00	53
	69	00	00	61
	Total	00	87	48
सिवो	176	00	49	50
	177	00	14	60
	171	00	02	22
	239	00	47	40
	245	00	00	64
	246	00	29	71
	249	00	02	45
	161	00	00	52
	260	00	06	60
	261	00	67	50
	262	00	00	64
	266	00	20	80
	267	00	00	63
	86	00	22	40
	87	00	01	82
	89	00	00	31
	90	00	07	65
	91	00	09	83
	96	00	06	51
	97	00	10	21
	101	00	23	40
	17	00	00	92
	19	00	21	80
	21	00	09	30
	20	00	10	80
	22	00	00	69
	24	00	02	00
	23	00	50	00

सिर्वा	23/519	00	00	54
	03	00	00	75
	02	00	00	76
	01	00	00	70
	Total	04	23	60
चौकरी	733	00	15	61
	732	00	07	00
	731	00	02	31
	727	00	01	51
	729	00	09	39
	730	00	01	83
	728	00	04	07
	691	00	15	26
	692	00	05	11
	693	00	03	89
	694	00	00	61
	687	00	00	83
	688	00	15	17
	689	00	14	59
	583	00	00	88
	581	00	29	71
	577	00	00	79
	585	00	03	79
	576	00	31	64
	574	00	06	46
	572	00	00	72
	571	00	00	54
	564	00	09	07
	570	00	19	23
	569	00	02	44
	594	00	03	61
	595	00	03	84
	597	00	01	37
	598	00	00	98
	548	00	03	24
	547	00	17	00

चौकरी	545	00	00	23
	546	00	00	64
	544	00	01	82
	543	00	01	81
	348	00	01	65
	349	00	00	50
	350	00	08	82
	354	00	15	32
	355	00	30	56
	358	00	01	39
	344	00	06	31
	345	00	42	07
	315	00	14	33
	335	00	00	82
	332	00	06	21
	316	00	00	73
	305	00	00	20
	304	00	31	00
	295	00	01	37
	293	00	19	88
	292	00	00	97
	290	00	20	28
	196	00	02	87
	189	00	00	75
	193	00	27	80
	Total	04	70	82
बसा	153	00	00	81
	109	00	05	11
	107	00	02	03
	106	00	01	96
	105	00	09	66
	103	00	07	47
	102	00	05	68
	101	00	00	50
	100	00	01	35
	99	00	00	36

बसा	98	00	00	38
	89	00	24	32
	90	00	24	18
	91	00	04	16
	82	00	05	86
	81	00	01	41
	79	00	27	03
	53	00	01	97
	Total	01	24	24
बिरारी	359	00	03	17
	351	00	30	87
	350	00	00	43
	346	00	11	75
	345	00	16	75
	344	00	04	00
	343	00	00	54
	317	00	17	11
	282	00	00	59
	278	00	25	00
	277	00	00	85
	279	00	00	71
	281	00	36	90
	280	00	00	55
	257	00	17	55
	227	00	02	22
	198	00	05	75
	199	00	21	00
	200	00	00	42
	201	00	00	28
	215	00	05	30
	216	00	09	78
	214	00	12	00
	217	00	00	43
	220	00	16	40
	221	00	03	60
	222	00	00	90

बिरारी	224	00	00	48
	225	00	22	00
	206	00	00	60
	117	00	00	57
	Total	02	68	50
मडोरी	754	00	01	06
	759	00	08	10
	760	00	00	08
	758	00	00	49
	757	00	00	60
	755	00	15	43
	753	00	24	10
	621	00	00	47
	616	00	14	60
	615	00	14	14
	619	00	09	31
	614	00	00	65
	610	00	17	29
	609	00	00	38
	608	00	00	37
	607	00	10	99
	606	00	15	95
	605	00	04	20
	604	00	00	29
	603	00	00	10
	570	00	00	35
	569	00	00	40
	568	00	26	62
	541	00	01	45
	546	00	25	62
	545	00	08	15
	538	00	02	90
	535	00	00	37
	533	00	21	76
	531	00	32	71
	Total	02	58	93

अस्ता	595	00	00	99
	661	00	01	20
	658	00	00	55
	656	00	12	00
	655	00	05	20
	657	00	02	08
	652	00	16	78
	653	00	00	79
	603	00	00	23
	604	00	23	46
	605	00	00	54
	612	00	00	65
	615	00	16	43
	613	00	02	35
	614	00	10	73
	619	00	01	09
	620	00	13	62
	623	00	01	06
	622	00	14	29
	621	00	07	77
	624	00	00	80
	633	00	03	59
	733	00	09	86
	735	00	09	00
	734	00	05	22
	736	00	00	74
	737	00	31	30
	739	00	00	69
	741	00	02	17
	746	00	39	13
	745	00	00	74
	549	00	03	19
	435	00	15	81
	367	00	10	66
	369	00	02	17
	370	00	20	50

अस्ता	371	00	11	72
	375	00	03	18
	376	00	07	00
	377	00	27	28
	381	00	03	06
	325	00	00	50
	327	00	16	65
	345	00	04	26
	344	00	08	57
	321	00	24	44
	294	00	08	50
	293	00	08	50
	296	00	17	21
	288	00	00	72
	272	00	17	00
	271	00	01	32
	269	00	23	55
	270	00	22	28
	240	00	00	45
	239	00	00	51
	234	00	42	63
	235	00	02	02
	237	00	01	06
	212	00	00	99
	207	00	12	03
	147	00	01	19
	184	00	29	64
	185	00	02	22
	180	00	00	50
	179	00	00	54
	176	00	14	02
	175	00	10	15
	165	00	17	07
	158	00	00	62
	156	00	23	17
	157	00	04	86

अस्ता	122	00	00	67
	108	00	30	18
	105	00	05	70
	104	00	00	54
	103	00	14	74
	99	00	00	61
	92	00	10	35
	91	00	19	00
	90	00	00	63
	66	00	00	56
	65	00	37	68
	62	00	05	18
	59	00	00	68
	58	00	02	67
	57	00	00	72
	07	00	12	05
	06	00	47	92
	04	00	03	68
	03	00	11	47
	02	00	03	27
	01	00	03	11
	Total	8	68	20
सुद्धा	2003/2023	00	05	63
	1995	00	00	18
	1993	00	01	13
	1982	00	00	22
	1983	00	00	61
	1990	00	35	34
	1989	00	09	27
	1988	00	08	08
	1987	00	00	55
	1986	00	00	46
	1984	00	20	26
	1985	00	00	47
	1972	00	01	84
	1971	00	35	26

सुदटा	1969	00	05	07
	1968	00	31	71
	Total	01	56	08
सिंगार	2534	00	01	04
	2528	00	52	20
	2525	00	11	92
	2519	00	00	53
	2512	00	05	50
	2511	00	54	38
	2510	00	12	71
	2506	00	00	53
	2498	00	00	54
	2451	00	27	96
	2452	00	01	85
	2456	00	15	16
	2453	00	01	35
	2447	00	00	15
	2444	00	24	00
	2443	00	07	80
	2442	00	36	02
	2441	00	00	93
	2440	00	18	18
	2419	00	01	02
	2003	00	01	46
	2004	00	01	44
	2405	00	09	62
	2404	00	22	93
	2403	00	06	49
	2401	00	00	51
	2396	00	01	00
	2395	00	18	00
	2394	00	00	58
	2393	00	10	21
	2384	00	19	89
	2373	00	01	29
	2371	00	07	65

सिंगार	2369	00	11	61
	2368	00	00	50
	2367	00	21	65
	2358	00	00	53
	2357	00	53	16
	2356	00	00	54
	2309	00	00	73
	2267	00	10	95
	2266	00	02	49
	2264	00	04	41
	2261	00	35	42
	2260	00	31	47
	2259	00	00	44
	2258	00	23	24
	2257	00	00	70
	2126	00	13	37
	2125	00	02	60
	2123	00	05	67
	2121	00	32	88
	2118	00	00	53
	2116	00	32	17
	Total	06	59	90
दखनेश्वर	116	00	12	00
	115	00	01	01
	114	00	10	25
	113	00	00	55
	108	00	17	68
	91	00	24	00
	92	00	22	87
	93	00	21	83
	94	00	00	63
	80	00	21	20
	70	00	00	55
	59	00	16	08
	60	00	29	55
	62	00	39	37

दखनेश्वर	45	00	00	49
	32	00	35	74
	28	00	27	61
	25	00	00	40
	22	00	41	92
	07	00	00	55
	04	00	50	51
	Total	03	74	79
कुरैठा	186	00	00	38
	180	00	21	55
	179	00	11	85
	178	00	02	60
	177	00	01	28
	165	00	37	80
	164	00	00	43
	163	00	28	80
	162	00	00	87
	158	00	35	55
	156	00	19	20
	155	00	38	10
	152	00	00	63
	151	00	00	74
	48	00	08	30
	47	00	10	71
	46	00	08	54
	45	00	30	55
	44	00	00	54
	24	00	38	30
	Total	02	96	72
डूंडी	130	00	59	80
	129	00	01	69
	115	00	48	34

हुंडी	113	00	00	53
	112	00	00	20
	111	00	16	50
	110	00	08	70
	102	00	18	10
	101	00	05	40
	103	00	00	09
	104	00	00	10
	100	00	15	76
	99	00	18	72
	97	00	00	32
	92	00	03	65
	93	00	08	06
	78	00	10	80
	77	00	00	54
	72	00	39	50
	74	00	25	90
	64	00	05	80
	49	00	06	22
	47	00	20	00
	40	00	37	35
	37	00	06	02
	02	00	23	55
	43	00	02	93
	Total	03	84	57
कुडरी	678	00	00	69
	677	00	29	19
	683	00	00	08
	675	00	05	18
	676	00	00	82
	684	00	18	24
	685	00	08	82
	686	00	08	98
	687	00	10	76
	688	00	03	60
	695	00	00	84

कुडरी	696	00	67	14
	651	00	06	29
	650	00	06	40
	649	00	10	07
	648	00	04	53
	647	00	02	86
	646	00	00	63
	645	00	12	76
	643	00	00	34
	644	00	23	89
	641	00	01	82
	632	00	00	60
	630	00	15	12
	629	00	02	65
	628	00	05	16
	627	00	05	75
	626	00	05	68
	625	00	08	28
	624	00	08	41
	702	00	00	70
	623	00	01	40
	615	00	02	04
	611	00	01	95
	610	00	15	10
	608	00	00	51
	607	00	18	82
	603	00	00	46
	597	00	26	70
	596	00	13	96
	588	00	00	59
	568	00	11	50
	567	00	39	68
	556	00	00	75
	539	00	05	00
	540	00	05	05
	541	00	00	55

कुडरी	542	00	45	00
	544	00	03	59
	545	00	00	65
	532	00	00	53
	517	00	02	59
	518	00	06	18
	520	00	09	45
	519	00	05	12
	452	00	34	13
	439	00	00	88
	430	00	14	18
	431	00	09	22
	434	00	00	57
	433	00	24	96
	432	00	00	63
	153	00	01	78
	147	00	10	55
	141	00	00	60
	142	00	02	00
	143	00	13	00
	144	00	05	08
	168	00	25	20
	165	00	12	66
	164	00	03	21
	163	00	27	80
	302	00	32	70
	293	00	26	40
	291	00	09	82
	292	00	07	51
	174	00	01	14
	176	00	03	14
	177	00	01	15
	80	00	19	35
	79	00	00	56
	66	00	12	20
	65	00	17	21

कुडरी	64	00	14	44
	63	00	00	44
	61	00	03	69
	178	00	02	30
	198	00	00	20
	199	00	02	06
	213	00	01	38
	214	00	00	94
	217	00	22	39
	218	00	30	55
	Total	08	89	47

[फा. सं. आर-11025(15)/3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवसर सचिव

New Delhi, the 28th January, 2020

S.O. 131.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. NO. 1474 dated 6th August 2019 issued under subsection (1) of section 3 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in Land) Act, 1962 (50 of 1962) (hereinafter referred to said Act), published in the weekly Gazette of India. 11th-17th August, 2019, the Central Government declared its intention to acquire the right of user in the land the land specified in the Schedule appended to that notification for the purpose of laying Bina-Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 17th August, 2019;

And whereas the competent authority has under sub-section (1) of Section (6) of the said Act submitted report to the Central Government.

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein.

Now, therefore, in the exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P&MP Act, 1962 and no suit, claims or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE**Tehsil : Garautha****District : Jhansi****State:-Uttar Pradesh**

Name of Village	Survey No.	Area		
		Hectare	Are	Sqm.
Rana pura	356	00	01	11
	395	00	18	50

Rana pura	405	00	01	17
	409	00	22	85
	408	00	32	63
	407	00	01	33
	406	00	01	56
	388	00	00	10
	387	00	11	94
	386	00	04	00
	327	00	00	47
	326	00	23	52
	323	00	10	46
	322	00	00	52
	320	00	14	77
	319	00	10	89
	318	00	00	57
	317	00	01	05
	316	00	00	50
	315	00	20	38
	314	00	04	30
	313	00	01	69
	Total	01	84	31
Bijaura	267	00	01	99
	274	00	05	00
	273	00	00	72
	272	00	10	29
	270	00	26	71
	268	00	00	61
	266	00	04	04
	265	00	00	79
	262	00	13	83
	261	00	07	50
	258	00	12	20
	259	00	10	15
	239	00	00	81
	241	00	17	80
	242	00	01	83
	217	00	07	85
	219	00	10	10
	220	00	01	50
	216	00	01	50
	214	00	35	77
	215	00	10	12
	224	00	00	67
	178	00	14	69
	177	00	05	38
	174	00	01	66
	172	00	38	00
	165	00	01	39
	166	00	05	90
	167	00	01	92
	140	00	29	00
	138	00	00	57
	134	00	02	66
	126	00	01	50
	127	00	25	81
	129	00	26	34
	116	00	00	59
	111	00	26	93
	112	00	11	00

Bijaura	103	00	00	67
	104	00	30	16
	54	00	00	86
	11	00	28	54
	10	00	25	74
	06	00	00	85
	01	00	14	75
	Total	04	76	69
Tori	71	00	00	54
	73	00	13	92
	74	00	16	50
	77	00	00	57
	78	00	00	70
	79	00	04	59
	80	00	19	00
	81	00	30	52
	68	00	00	53
	69	00	00	61
	Total	00	87	48
Sirbo	176	00	49	50
	177	00	14	60
	171	00	02	22
	239	00	47	40
	245	00	00	64
	246	00	29	71
	249	00	02	45
	161	00	00	52
	260	00	06	60
	261	00	67	50
	262	00	00	64
	266	00	20	80
	267	00	00	63
	86	00	22	40
	87	00	01	82
	89	00	00	31
	90	00	07	65
	91	00	09	83
	96	00	06	51
	97	00	10	21
	101	00	23	40
	17	00	00	92
	19	00	21	80
	21	00	09	30
	20	00	10	80
	22	00	00	69
	24	00	02	00
	23	00	50	00
	23/519	00	00	54
	03	00	00	75
	02	00	00	76
	01	00	00	70
	Total	04	23	60
Chokri	733	00	15	61
	732	00	07	00
	731	00	02	31
	727	00	01	51
	729	00	09	39
	730	00	01	83
	728	00	04	07
	691	00	15	26

Chokri	692	00	05	11
	693	00	03	89
	694	00	00	61
	687	00	00	83
	688	00	15	17
	689	00	14	59
	583	00	00	88
	581	00	29	71
	577	00	00	79
	585	00	03	79
	576	00	31	64
	574	00	06	46
	572	00	00	72
	571	00	00	54
	564	00	09	07
	570	00	19	23
	569	00	02	44
	594	00	03	61
	595	00	03	84
	597	00	01	37
	598	00	00	98
	548	00	03	24
	547	00	17	00
	545	00	00	23
	546	00	00	64
	544	00	01	82
	543	00	01	81
	348	00	01	65
	349	00	00	50
	350	00	08	82
	354	00	15	32
	355	00	30	56
	358	00	01	39
	344	00	06	31
	345	00	42	07
	315	00	14	33
	335	00	00	82
	332	00	06	21
	316	00	00	73
	305	00	00	20
	304	00	31	00
	295	00	01	37
	293	00	19	88
	292	00	00	97
	290	00	20	28
	196	00	02	87
	189	00	00	75
	193	00	27	80
	Total	04	70	82
Basa	153	00	00	81
	109	00	05	11
	107	00	02	03
	106	00	01	96
	105	00	09	66
	103	00	07	47
	102	00	05	68
	101	00	00	50
	100	00	01	35
	99	00	00	36

Basa	98	00	00	38
	89	00	24	32
	90	00	24	18
	91	00	04	16
	82	00	05	86
	81	00	01	41
	79	00	27	03
	53	00	01	97
	Total	01	24	24
Birari	359	00	03	17
	351	00	30	87
	350	00	00	43
	346	00	11	75
	345	00	16	75
	344	00	04	00
	343	00	00	54
	317	00	17	11
	282	00	00	59
	278	00	25	00
	277	00	00	85
	279	00	00	71
	281	00	36	90
	280	00	00	55
	257	00	17	55
	227	00	02	22
	198	00	05	75
	199	00	21	00
	200	00	00	42
	201	00	00	28
	215	00	05	30
	216	00	09	78
	214	00	12	00
	217	00	00	43
	220	00	16	40
	221	00	03	60
	222	00	00	90
	224	00	00	48
	225	00	22	00
	206	00	00	60
	117	00	00	57
	Total	02	68	50
Madori	754	00	01	06
	759	00	08	10
	760	00	00	08
	758	00	00	49
	757	00	00	60
	755	00	15	43
	753	00	24	10
	621	00	00	47
	616	00	14	60
	615	00	14	14
	619	00	09	31
	614	00	00	65
	610	00	17	29
	609	00	00	38
	608	00	00	37
	607	00	10	99
	606	00	15	95
	605	00	04	20
	604	00	00	29

Madori	603	00	00	10
	570	00	00	35
	569	00	00	40
	568	00	26	62
	541	00	01	45
	546	00	25	62
	545	00	08	15
	538	00	02	90
	535	00	00	37
	533	00	21	76
	531	00	32	71
	Total	02	58	93
Asta	595	00	00	99
	661	00	01	20
	658	00	00	55
	656	00	12	00
	655	00	05	20
	657	00	02	08
	652	00	16	78
	653	00	00	79
	603	00	00	23
	604	00	23	46
	605	00	00	54
	612	00	00	65
	615	00	16	43
	613	00	02	35
	614	00	10	73
	619	00	01	09
	620	00	13	62
	623	00	01	06
	622	00	14	29
	621	00	07	77
	624	00	00	80
	633	00	03	59
	733	00	09	86
	735	00	09	00
	734	00	05	22
	736	00	00	74
	737	00	31	30
	739	00	00	69
	741	00	02	17
	746	00	39	13
	745	00	00	74
	549	00	03	19
	435	00	15	81
	367	00	10	66
	369	00	02	17
	370	00	20	50
	371	00	11	72
	375	00	03	18
	376	00	07	00
	377	00	27	28
	381	00	03	06
	325	00	00	50
	327	00	16	65
	345	00	04	26
	344	00	08	57
	321	00	24	44
	294	00	08	50

Asta	293	00	08	50
	296	00	17	21
	288	00	00	72
	272	00	17	00
	271	00	01	32
	269	00	23	55
	270	00	22	28
	240	00	00	45
	239	00	00	51
	234	00	42	63
	235	00	02	02
	237	00	01	06
	212	00	00	99
	207	00	12	03
	147	00	01	19
	184	00	29	64
	185	00	02	22
	180	00	00	50
	179	00	00	54
	176	00	14	02
	175	00	10	15
	165	00	17	07
	158	00	00	62
	156	00	23	17
	157	00	04	86
	122	00	00	67
	108	00	30	18
	105	00	05	70
	104	00	00	54
	103	00	14	74
	99	00	00	61
	92	00	10	35
	91	00	19	00
	90	00	00	63
	66	00	00	56
	65	00	37	68
	62	00	05	18
	59	00	00	68
	58	00	02	67
	57	00	00	72
	07	00	12	05
	06	00	47	92
	04	00	03	68
	03	00	11	47
	02	00	03	27
	01	00	03	11
	Total	8	68	20
Sutta	2003/2023	00	05	63
	1995	00	00	18
	1993	00	01	13
	1982	00	00	22
	1983	00	00	61
	1990	00	35	34
	1989	00	09	27
	1988	00	08	08
	1987	00	00	55
	1986	00	00	46
	1984	00	20	26
	1985	00	00	47
	1972	00	01	84

Sutta	1971	00	35	26
	1969	00	05	07
	1968	00	31	71
	Total	01	56	08
Singar	2534	00	01	04
	2528	00	52	20
	2525	00	11	92
	2519	00	00	53
	2512	00	05	50
	2511	00	54	38
	2510	00	12	71
	2506	00	00	53
	2498	00	00	54
	2451	00	27	96
	2452	00	01	85
	2456	00	15	16
	2453	00	01	35
	2447	00	00	15
	2444	00	24	00
	2443	00	07	80
	2442	00	36	02
	2441	00	00	93
	2440	00	18	18
	2419	00	01	02
	2003	00	01	46
	2004	00	01	44
	2405	00	09	62
	2404	00	22	93
	2403	00	06	49
	2401	00	00	51
	2396	00	01	00
	2395	00	18	00
	2394	00	00	58
	2393	00	10	21
	2384	00	19	89
	2373	00	01	29
	2371	00	07	65
	2369	00	11	61
	2368	00	00	50
	2367	00	21	65
	2358	00	00	53
	2357	00	53	16
	2356	00	00	54
	2309	00	00	73
	2267	00	10	95
	2266	00	02	49
	2264	00	04	41
	2261	00	35	42
	2260	00	31	47
	2259	00	00	44
	2258	00	23	24
	2257	00	00	70
	2126	00	13	37
	2125	00	02	60
	2123	00	05	67
	2121	00	32	88
	2118	00	00	53
	2116	00	32	17
	Total	06	59	90

Dakhaneshwar	116	00	12	00
	115	00	01	01
	114	00	10	25
	113	00	00	55
	108	00	17	68
	91	00	24	00
	92	00	22	87
	93	00	21	83
	94	00	00	63
	80	00	21	20
	70	00	00	55
	59	00	16	08
	60	00	29	55
	62	00	39	37
	45	00	00	49
	32	00	35	74
	28	00	27	61
	25	00	00	40
	22	00	41	92
	07	00	00	55
	04	00	50	51
	Total	03	74	79
Dakhaneshwar	186	00	00	38
	180	00	21	55
	179	00	11	85
	178	00	02	60
	177	00	01	28
	165	00	37	80
	164	00	00	43
	163	00	28	80
	162	00	00	87
	158	00	35	55
	156	00	19	20
	155	00	38	10
	152	00	00	63
	151	00	00	74
	48	00	08	30
	47	00	10	71
	46	00	08	54
	45	00	30	55
	44	00	00	54
	24	00	38	30
	Total	02	96	72
Kuretha	130	00	59	80
	129	00	01	69
	115	00	48	34
	113	00	00	53
	112	00	00	20
	111	00	16	50
	110	00	08	70
	102	00	18	10
	101	00	05	40
	103	00	00	09
	104	00	00	10
	100	00	15	76
	99	00	18	72
	97	00	00	32
Dundi	130	00	59	80
	129	00	01	69
	115	00	48	34
	113	00	00	53
	112	00	00	20
	111	00	16	50
	110	00	08	70
	102	00	18	10
	101	00	05	40
	103	00	00	09
	104	00	00	10
	100	00	15	76
	99	00	18	72
	97	00	00	32

Dundi	92	00	03	65
	93	00	08	06
	78	00	10	80
	77	00	00	54
	72	00	39	50
	74	00	25	90
	64	00	05	80
	49	00	06	22
	47	00	20	00
	40	00	37	35
	37	00	06	02
	02	00	23	55
	43	00	02	93
	Total	03	84	57
Kudri	678	00	00	69
	677	00	29	19
	683	00	00	08
	675	00	05	18
	676	00	00	82
	684	00	18	24
	685	00	08	82
	686	00	08	98
	687	00	10	76
	688	00	03	60
	695	00	00	84
	696	00	67	14
	651	00	06	29
	650	00	06	40
	649	00	10	07
	648	00	04	53
	647	00	02	86
	646	00	00	63
	645	00	12	76
	643	00	00	34
	644	00	23	89
	641	00	01	82
	632	00	00	60
	630	00	15	12
	629	00	02	65
	628	00	05	16
	627	00	05	75
	626	00	05	68
	625	00	08	28
	624	00	08	41
	702	00	00	70
	623	00	01	40
	615	00	02	04
	611	00	01	95
	610	00	15	10
	608	00	00	51
	607	00	18	82
	603	00	00	46
	597	00	26	70
	596	00	13	96
	588	00	00	59
	568	00	11	50
	567	00	39	68
	556	00	00	75
	539	00	05	00

Kudri	540	00	05	05
	541	00	00	55
	542	00	45	00
	544	00	03	59
	545	00	00	65
	532	00	00	53
	517	00	02	59
	518	00	06	18
	520	00	09	45
	519	00	05	12
	452	00	34	13
	439	00	00	88
	430	00	14	18
	431	00	09	22
	434	00	00	57
	433	00	24	96
	432	00	00	63
	153	00	01	78
	147	00	10	55
	141	00	00	60
	142	00	02	00
	143	00	13	00
	144	00	05	08
	168	00	25	20
	165	00	12	66
	164	00	03	21
	163	00	27	80
	302	00	32	70
	293	00	26	40
	291	00	09	82
	292	00	07	51
	174	00	01	14
	176	00	03	14
	177	00	01	15
	80	00	19	35
	79	00	00	56
	66	00	12	20
	65	00	17	21
	64	00	14	44
	63	00	00	44
	61	00	03	69
	178	00	02	30
	198	00	00	20
	199	00	02	06
	213	00	01	38
	214	00	00	94
	217	00	22	39
	218	00	30	55
	Total	08	89	47

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 28 जनवरी, 2020

का.आ. 132.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना

संख्या का.आ. 1478 दिनांक 06 अगस्त, 2019 जो भारत के साप्ताहिक राजपत्र 11-17 अगस्त, 2019 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना- पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 12 अक्टूबर, 2019 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

तहसील- ललितपुर		अनुसूची जिला- ललितपुर		राज्य- उत्तर प्रदेश	
गाँव का नाम	सर्वे न./गाटा न.	क्षेत्रफल			
		हैक्टेयर	एयर	वर्गमीटर	
(1)	(2)	(3)	(4)	(5)	
मैनवार	1390	00	38	16	
	1383	00	41	39	
	1382	00	03	30	
	1380	00	33	06	
	1379	00	16	09	
	1378	00	14	99	
	1377	00	30	81	
	1371	00	07	14	
	1372	00	00	97	
	1376	00	21	12	
	Total	02	07	03	
खजुरिया	176	00	17	08	

(1)	(2)	(3)	(4)	(5)
	179	00	01	39
	180	00	48	82
	181	00	02	02
	182	00	53	56
	205	00	44	08
	207	00	05	42
	208	00	18	18
	209	00	07	22
	210	00	04	46
	214	00	31	32
	108	00	30	55
	107	00	26	72
	222	00	21	77
	223	00	17	78
	224	00	00	05
	225	00	12	06
	226	00	15	30
	227	00	21	78
	229	00	01	72
	230	00	00	87
	240	00	54	68
	248	00	30	69
	253	00	00	94
	263	00	31	65
	255	00	01	98
	264	00	22	52
	270	00	63	92
	Total	05	88	53
द्विल्ला	395	00	39	78
	399	00	22	75
	402	00	66	19
	407	00	03	51
	403	00	14	70
	404	00	03	33
	412	00	25	20

(1)	(2)	(3)	(4)	(5)
	414	00	03	53
	432	00	40	32
	441	00	00	88
	443	00	18	10
	442	00	07	62
	444	00	00	41
	436	00	00	02
	446	00	07	70
	447	00	08	75
	448	00	02	52
	225	00	01	37
	476	00	01	29
	295	00	01	14
	461	00	25	87
	463	00	52	39
	467	00	00	96
	468	00	03	77
	Total	03	52	10
बजरी	486	00	63	10
	477	00	11	31
	479	00	37	31
	474	00	17	70
	399	00	01	47
	400	00	08	69
	401	00	08	65
	397	00	06	57
	396	00	02	63
	394	00	28	60
	395	00	01	39
	77	00	04	99
	79	00	13	15
	78	00	13	66
	83	00	00	17
	82	00	66	80
	41	00	59	48

(1)	(2)	(3)	(4)	(5)
भंडरऊ	45	00	16	19
	9	00	40	56
	7	01	03	55
	221	00	02	75
	6	00	14	66
	222	00	10	34
	223	00	67	30
	224	00	01	96
	225	00	47	25
	Total	06	50	23
	84	00	03	55
	85	00	42	44
	90	00	12	67
	89	00	28	04
	92	00	01	13
	86	00	66	82
	170	00	02	97
	171	00	16	23
	172	00	09	17
	167	00	02	70
	166	00	01	76
	163	00	02	56
	164	00	12	77
	165	00	18	49
	189	00	66	45
	246	00	36	56
	247	00	27	21
	267	00	05	53
	265	00	05	54
	Total	03	62	59

[फा. सं. आर-11025/15/3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 28th January, 2020

S.O. 132.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. NO. 1478 dated the 06th August, 2019 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the weekly Gazette of India 11th -17th August, 2019, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Bina – Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 12th October, 2019;

And whereas the competent authority has under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE**Tehsil: Lalitpur****District: Lalitpur****State: Uttar Pradesh**

Name of Village	Survey No./Gata No.	Area		
		Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)
Menwar	1390	00	38	16
	1383	00	41	39
	1382	00	03	30
	1380	00	33	06
	1379	00	16	09
	1378	00	14	99
	1377	00	30	81
	1371	00	07	14
	1372	00	00	97
	1376	00	21	12
	Total	02	07	03
Khajuriya	176	00	17	08
	179	00	01	39
	180	00	48	82
	181	00	02	02
	182	00	53	56
	205	00	44	08
	207	00	05	42
	208	00	18	18
	209	00	07	22
	210	00	04	46
	214	00	31	32
	108	00	30	55
	107	00	26	72

(1)	(2)	(3)	(4)	(5)
	222	00	21	77
	223	00	17	78
	224	00	00	05
	225	00	12	06
	226	00	15	30
	227	00	21	78
	229	00	01	72
	230	00	00	87
	240	00	54	68
	248	00	30	69
	253	00	00	94
	263	00	31	65
	255	00	01	98
	264	00	22	52
	270	00	63	92
	Total	05	88	53
Chhilla	395	00	39	78
	399	00	22	75
	402	00	66	19
	407	00	03	51
	403	00	14	70
	404	00	03	33
	412	00	25	20
	414	00	03	53
	432	00	40	32
	441	00	00	88
	443	00	18	10
	442	00	07	62
	444	00	00	41
	436	00	00	02
	446	00	07	70
	447	00	08	75
	448	00	02	52
	225	00	01	37
	476	00	01	29
	295	00	01	14
	461	00	25	87
	463	00	52	39
	467	00	00	96
	468	00	03	77
	Total	03	52	10
Bajarra	486	00	63	10
	477	00	11	31
	479	00	37	31
	474	00	17	70
	399	00	01	47
	400	00	08	69
	401	00	08	65
	397	00	06	57
	396	00	02	63
	394	00	28	60
	395	00	01	39
	77	00	04	99
	79	00	13	15
	78	00	13	66
	83	00	00	17
	82	00	66	80
	41	00	59	48
	45	00	16	19

(1)	(2)	(3)	(4)	(5)
	9	00	40	56
	7	01	03	55
	221	00	02	75
	6	00	14	66
	222	00	10	34
	223	00	67	30
	224	00	01	96
	225	00	47	25
	Total	06	50	23
Bhadrau	84	00	03	55
	85	00	42	44
	90	00	12	67
	89	00	28	04
	92	00	01	13
	86	00	66	82
	170	00	02	97
	171	00	16	23
	172	00	09	17
	167	00	02	70
	166	00	01	76
	163	00	02	56
	164	00	12	77
	165	00	18	49
	189	00	66	45
	246	00	36	56
	247	00	27	21
	267	00	05	53
	265	00	05	54
	Total	03	62	59

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

नई दिल्ली, 28 जनवरी, 2020

का.आ. 133.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1475 दिनांक 06 अगस्त, 2019 जो भारत के साप्ताहिक राजपत्र 11-17 अगस्त, 2019 में प्रकाशित की गई थी द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्य प्रदेश राज्य में बीना संस्थापन से पनकी (कानपुर) उत्तर प्रदेश तक पेट्रोलियम उत्पादों के परिवहन के लिए बीना- पनकी पाइपलाइन परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 22 अक्टूबर, 2019 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की दिनांक से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त होकर भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगी।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगा और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद, दावा या कानूनी कार्यवाही नहीं हो सकेगी।

तहसील- पाली		अनुसूची जिला- ललितपुर		राज्य- उत्तर प्रदेश	
गाँव का नाम	सर्वे न./गाटा न.	क्षेत्रफल			
		हैक्टेयर	एयर	वर्गमीटर	
(1)	(2)	(3)	(4)	(5)	
पुरा	1	00	13	19	
	4	00	25	83	
	28	00	21	29	
	27	00	14	03	
	26	00	32	16	
	23	00	00	48	
	23/186	00	09	77	
	19/185	00	22	07	
	15	01	07	61	
	56	01	09	39	
	64	00	46	54	
	68	00	67	17	
	Total	04	69	53	
गिल्लोरा	2	00	96	10	
	1	00	01	04	
	18	00	31	61	
	19	00	01	07	
	Total	01	29	82	
सेमरा	148	00	00	63	
	153	00	15	95	

(1)	(2)	(3)	(4)	(5)
	144	00	01	35
	145	00	12	84
	133	00	89	48
	43	00	66	57
	1	00	00	38
	3	00	02	05
	12	01	01	68
	13	00	04	28
	Total	02	95	21
बालाबेहट	254	00	77	53
	255	00	41	17
	253	00	01	07
	252	00	40	93
	201	00	51	02
	169	01	58	54
	168	00	00	98
	161	00	01	20
	159/5	00	11	30
	159/4	00	20	66
	159/3	00	14	11
	160	00	36	42
	149	00	06	28
	131	01	93	10
	128	00	08	32
	122	00	86	62
	120	01	39	64
	159/2	00	00	30
	Total	08	89	19
रसोई	206	01	14	59
	52	00	19	31
	54	00	19	15
	55	00	22	92
	56	00	01	32
	201	00	23	29

(1)	(2)	(3)	(4)	(5)
	200	00	00	70
	198	00	17	34
	196	00	06	95
	197	00	00	40
	194	00	14	76
	185	00	04	00
	186	00	11	56
	175	00	03	80
	171	00	51	09
	169	00	01	66
	170	00	01	29
	Total	03	14	13
महोली	564	00	05	62
	565	00	01	28
	566	00	20	37
	567	00	00	07
	561	00	13	32
	571	00	11	63
	572	00	08	01
	573	00	12	15
	597	00	15	58
	595	00	12	68
	596	00	08	01
	590	00	15	97
	589	00	01	04
	588	00	06	42
	587	00	06	40
	586	00	01	71
	585	00	00	99
	335	00	02	18
	337	00	10	10
	336	00	06	99
	338	00	11	37
	339	00	12	36

(1)	(2)	(3)	(4)	(5)
	342	00	12	96
	343	00	11	44
	345	00	00	58
	330	00	22	34
	324	00	02	89
	325	00	15	68
	310	00	73	66
	311	00	22	49
	284	00	01	06
	285	00	41	69
	286	00	01	88
	303	00	95	24
	305	00	04	57
	Total	04	90	73
बरखेड़ा	1	00	02	20
	48	00	13	10
	52	00	00	50
	51	00	04	92
	50	00	05	06
	49	00	03	37
	44	00	25	88
	60	00	07	92
	43	00	12	73
	14	00	14	06
	15	00	20	89
	36	00	18	71
	30	00	11	84
	32	00	00	30
	31	00	10	07
	70	00	01	90
	Total	01	53	45
पटना सिंदवाहा	161	00	90	40
	Total	00	90	40
डोरना	427	00	01	83
	424	00	04	00

(1)	(2)	(3)	(4)	(5)
	422	00	05	30
	423	00	01	59
	421	00	00	51
	419	00	00	28
	420	00	11	83
	150	00	09	29
	154	00	15	07
	146	00	14	63
	145	00	03	75
	156	00	00	49
	128	00	13	70
	126	00	18	94
	111	00	00	50
	113	00	03	12
	112	00	07	36
	107	00	09	38
	105	00	04	95
	104	00	06	26
	101	00	05	58
	102	00	05	65
	46	00	12	50
	42	00	22	76
	41	00	31	17
	40	00	17	23
	Total	02	27	67
उमरिया डोंगरा	11	00	17	82
	10	00	15	65
	12	00	21	80
	83	00	04	99
	82	00	01	75
	165	00	12	50
	164	00	05	18
	163	00	16	57

(1)	(2)	(3)	(4)	(5)
	171	00	07	67
	161	00	18	23
	158	00	06	97
	159	00	11	97
	141	00	23	73
	130	00	06	80
	129	00	02	43
	131	00	13	47
	127	00	10	70
	126	00	13	34
	125	00	12	76
	111	00	03	60
	115	00	36	77
	113	00	02	73
	Total	02	67	43
बेटना	544	00	01	99
	527	00	14	74
	530	00	23	61
	541	00	08	60
	531	00	18	16
	540	00	01	20
	513	00	05	94
	497	00	37	07
	495	00	12	02
	493	00	15	38
	492	00	07	54
	491	00	09	35
	480	00	03	57
	481	00	21	85
	459	00	73	90
	462	00	01	53
	Total	02	56	45
सलैया	239	00	01	49
	237	00	37	45

(1)	(2)	(3)	(4)	(5)
	234	00	41	15
	218	00	10	91
	220	00	09	60
	221	00	00	05
	223	00	24	72
	211	00	00	10
	210	00	18	80
	209	00	13	95
	141	00	15	86
	143	00	14	77
	170	00	07	16
	169	00	24	51
	166	00	04	79
	167	00	11	67
	168	00	27	94
	2	00	01	24
	33	00	00	62
	36	00	11	29
	34	00	04	39
	35	00	10	40
	28	00	25	20
	27	00	17	39
	25	00	14	11
	26	00	01	99
	140	00	00	60
	Total	03	52	15
पिपरिया पाली	581	00	36	61
	582	00	05	79
	641	00	09	76
	640	00	30	86
	645	00	00	60
	639	00	08	39
	637	00	00	80
	636	00	13	48

(1)	(2)	(3)	(4)	(5)
	634	00	09	45
	633	00	10	23
	632	00	00	10
	592	00	16	00
	591	00	11	67
	594	00	11	08
	613	00	01	48
	615	00	38	78
	497	00	13	54
	513	00	06	87
	498	00	15	49
	500	00	01	82
	501	00	16	28
	502	00	16	16
	447	00	16	36
	504	00	01	75
	414	00	21	85
	415	00	21	80
	416	00	10	00
	417	00	16	74
	408	00	15	30
	420	00	02	20
	419	00	27	69
	421	00	14	98
	422	00	19	59
	423	00	25	11
	424	00	00	55
	427	00	20	09
	426	00	02	44
	Total	04	91	69
कलौथरा	551	00	01	95
	553	00	07	26
	549	00	23	78
	548	00	01	45

(1)	(2)	(3)	(4)	(5)
	547	00	09	87
	534	00	26	77
	535	00	03	25
	536	00	11	83
	531	00	34	45
	529	00	05	60
	528	00	00	64
	Total	01	26	85
कोकटा	319	00	03	12
	318	00	08	27
	Total	00	11	39
सतौरा	839	00	33	36
	841	00	10	05
	842	00	11	03
	1048	00	40	23
	1047	00	02	98
	1036	00	32	07
	1035	00	07	87
	1034	00	31	80
	882	00	00	18
	1032	00	23	20
	1031	00	08	40
	1029	00	01	71
	1028	00	29	98
	1025	00	00	10
	1026	00	24	72
	985	00	00	59
	Total	02	58	27
सिंगैपुर	57	00	00	43
	55	00	23	86
	56	00	07	83
	54	00	12	23
	49	00	31	25
	42	00	13	90

(1)	(2)	(3)	(4)	(5)
	47	00	40	90
	44	00	37	16
	10	00	32	11
	6	00	01	83
	11	00	29	84
	101	00	27	36
	Total	02	58	70

[फा. सं. आर-11025(15)/3/2019-ओआर-I/ई-29921]

पी. सोमाकुमार, अवर सचिव

New Delhi, the 28th January, 2020

S.O. 133.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. NO.1475 dated the 06th August, 2019 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the weekly Gazette of India 11th -17th August, 2019, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Bina – Panki Pipeline for transportation of Petroleum products from Bina (Sagar, Madhya Pradesh) to Panki (Kanpur, Uttar Pradesh) by Bharat Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public up to 22nd October, 2019;

And whereas the competent authority has under sub-section (1) of Section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land, specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of the declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

Bharat Petroleum Corporation Limited shall be exclusively liable for any compensation in terms of Section 10 of the P & MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE**Tehsil: Pali****District: Lalitpur****State: Uttar Pradesh**

Name of Village	Survey No./Gata No.	Area		
		Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)
Pura	1	00	13	19
	4	00	25	83
	28	00	21	29
	27	00	14	03

(1)	(2)	(3)	(4)	(5)
	26	00	32	16
	23	00	00	48
	23/186	00	09	77
	19/185	00	22	07
	15	01	07	61
	56	01	09	39
	64	00	46	54
	68	00	67	17
	Total	04	69	53
Giltora	2	00	96	10
	1	00	01	04
	18	00	31	61
	19	00	01	07
	Total	01	29	82
Semara	148	00	00	63
	153	00	15	95
	144	00	01	35
	145	00	12	84
	133	00	89	48
	43	00	66	57
	1	00	00	38
	3	00	02	05
	12	01	01	68
	13	00	04	28
	Total	02	95	21
Balabehat	254	00	77	53
	255	00	41	17
	253	00	01	07
	252	00	40	93
	201	00	51	02
	169	01	58	54
	168	00	00	98
	161	00	01	20
	159/5	00	11	30
	159/4	00	20	66
	159/3	00	14	11
	160	00	36	42
	149	00	06	28
	131	01	93	10
	128	00	08	32
	122	00	86	62
	120	01	39	64
	159/2	00	00	30
	Total	08	89	19
Rasoi	206	01	14	59
	52	00	19	31
	54	00	19	15
	55	00	22	92
	56	00	01	32
	201	00	23	29
	200	00	00	70
	198	00	17	34
	196	00	06	95
	197	00	00	40
	194	00	14	76
	185	00	04	00
	186	00	11	56
	175	00	03	80
	171	00	51	09

(1)	(2)	(3)	(4)	(5)
	169	00	01	66
	170	00	01	29
	Total	03	14	13
Maholi	564	00	05	62
	565	00	01	28
	566	00	20	37
	567	00	00	07
	561	00	13	32
	571	00	11	63
	572	00	08	01
	573	00	12	15
	597	00	15	58
	595	00	12	68
	596	00	08	01
	590	00	15	97
	589	00	01	04
	588	00	06	42
	587	00	06	40
	586	00	01	71
	585	00	00	99
	335	00	02	18
	337	00	10	10
	336	00	06	99
	338	00	11	37
	339	00	12	36
	342	00	12	96
	343	00	11	44
	345	00	00	58
	330	00	22	34
	324	00	02	89
	325	00	15	68
	310	00	73	66
	311	00	22	49
	284	00	01	06
	285	00	41	69
	286	00	01	88
	303	00	95	24
	305	00	04	57
	Total	04	90	73
Barkhera	1	00	02	20
	48	00	13	10
	52	00	00	50
	51	00	04	92
	50	00	05	06
	49	00	03	37
	44	00	25	88
	60	00	07	92
	43	00	12	73
	14	00	14	06
	15	00	20	89
	36	00	18	71
	30	00	11	84
	32	00	00	30
	31	00	10	07
	70	00	01	90
	Total	01	53	45
Patna Sindhbaha	161	00	90	40
	Total	00	90	40

(1)	(2)	(3)	(4)	(5)
Dorna	427	00	01	83
	424	00	04	00
	422	00	05	30
	423	00	01	59
	421	00	00	51
	419	00	00	28
	420	00	11	83
	150	00	09	29
	154	00	15	07
	146	00	14	63
	145	00	03	75
	156	00	00	49
	128	00	13	70
	126	00	18	94
	111	00	00	50
	113	00	03	12
	112	00	07	36
	107	00	09	38
	105	00	04	95
	104	00	06	26
	101	00	05	58
	102	00	05	65
	46	00	12	50
	42	00	22	76
	41	00	31	17
	40	00	17	23
	Total	02	27	67
Umariya Dongra	11	00	17	82
	10	00	15	65
	12	00	21	80
	83	00	04	99
	82	00	01	75
	165	00	12	50
	164	00	05	18
	163	00	16	57
	171	00	07	67
	161	00	18	23
	158	00	06	97
	159	00	11	97
	141	00	23	73
	130	00	06	80
	129	00	02	43
	131	00	13	47
	127	00	10	70
	126	00	13	34
	125	00	12	76
	111	00	03	60
	115	00	36	77
	113	00	02	73
	Total	02	67	43
Betna	544	00	01	99
	527	00	14	74
	530	00	23	61
	541	00	08	60
	531	00	18	16
	540	00	01	20
	513	00	05	94
	497	00	37	07
	495	00	12	02

(1)	(2)	(3)	(4)	(5)
	493	00	15	38
	492	00	07	54
	491	00	09	35
	480	00	03	57
	481	00	21	85
	459	00	73	90
	462	00	01	53
	Total	02	56	45
Salaiya	239	00	01	49
	237	00	37	45
	234	00	41	15
	218	00	10	91
	220	00	09	60
	221	00	00	05
	223	00	24	72
	211	00	00	10
	210	00	18	80
	209	00	13	95
	141	00	15	86
	143	00	14	77
	170	00	07	16
	169	00	24	51
	166	00	04	79
	167	00	11	67
	168	00	27	94
	2	00	01	24
	33	00	00	62
	36	00	11	29
	34	00	04	39
	35	00	10	40
	28	00	25	20
	27	00	17	39
	25	00	14	11
	26	00	01	99
	140	00	00	60
	Total	03	52	15
Pipriya Pali	581	00	36	61
	582	00	05	79
	641	00	09	76
	640	00	30	86
	645	00	00	60
	639	00	08	39
	637	00	00	80
	636	00	13	48
	634	00	09	45
	633	00	10	23
	632	00	00	10
	592	00	16	00
	591	00	11	67
	594	00	11	08
	613	00	01	48
	615	00	38	78
	497	00	13	54
	513	00	06	87
	498	00	15	49
	500	00	01	82
	501	00	16	28
	502	00	16	16

(1)	(2)	(3)	(4)	(5)
	447	00	16	36
	504	00	01	75
	414	00	21	85
	415	00	21	80
	416	00	10	00
	417	00	16	74
	408	00	15	30
	420	00	02	20
	419	00	27	69
	421	00	14	98
	422	00	19	59
	423	00	25	11
	424	00	00	55
	427	00	20	09
	426	00	02	44
	Total	04	91	69
Kalothra	551	00	01	95
	553	00	07	26
	549	00	23	78
	548	00	01	45
	547	00	09	87
	534	00	26	77
	535	00	03	25
	536	00	11	83
	531	00	34	45
	529	00	05	60
	528	00	00	64
	Total	01	26	85
Kokta	319	00	03	12
	318	00	08	27
	Total	00	11	39
Sataura	839	00	33	36
	841	00	10	05
	842	00	11	03
	1048	00	40	23
	1047	00	02	98
	1036	00	32	07
	1035	00	07	87
	1034	00	31	80
	882	00	00	18
	1032	00	23	20
	1031	00	08	40
	1029	00	01	71
	1028	00	29	98
	1025	00	00	10
	1026	00	24	72
	985	00	00	59
	Total	02	58	27
Singepur	57	00	00	43
	55	00	23	86

(1)	(2)	(3)	(4)	(5)
	56	00	07	83
	54	00	12	23
	49	00	31	25
	42	00	13	90
	47	00	40	90
	44	00	37	16
	10	00	32	11
	6	00	01	83
	11	00	29	84
	101	00	27	36
	Total	02	58	70

[F. No. R-11025(15)/3/2019-OR-I/E-29921]

P. SOMAKUMAR, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 30 जनवरी, 2020

का.आ. 134.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन पावरग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड के अंतर्गत पूर्वी क्षेत्र पारेषण प्रणाली-1 के 765/400 के.वी. उप केंद्र, गांव व पोस्ट गडगांव, थाना-ईटकी, जिला रांची तथा गया उप केंद्र, गांव बारा, प्रखंड-बोधगया, जिला गया, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

[सं. 11011/9/2017-हिंदी]

राज पाल, आर्थिक सलाहकार

MINISTRY OF POWER

New Delhi, the 30th January, 2020

S.O. 134.—In pursuance of Sub Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify 765/400 KV Sub Station, Village & PO Garhgaon, PS-Itki, Distt. Ranchi and Gaya Sub Station, Village Bara, Block Bodhgaya, Distt. Gaya of Eastern Region Transmission System-I of the Power Grid Corporation of India Ltd. under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi.

[No. 11011/9/2017-Hindi]

RAJ PAL, Economic Adviser

पर्यटन मंत्रालय

नई दिल्ली, 3 जनवरी, 2020

का.आ. 135.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और पर्यटन मंत्रालय में भारत सरकार की अधिसूचना, भारत के राजपत्र दिनांक 22 अक्तूबर, 2011 में प्रकाशित दिनांक 11 अक्तूबर, 2011 का.आ. संख्या 2950; भारत के राजपत्र

दिनांक 5 दिसंबर, 2009 में प्रकाशित दिनांक 24 नवंबर, 2009 का.आ. संख्या 3259; भारत के राजपत्र दिनांक 17 जनवरी, 2009 में प्रकाशित दिनांक 2 जनवरी, 2009 का.आ. संख्या 87 का अधिक्रमण करते हुए और ऐसे अधिक्रमण से पूर्व, किए गए अथवा किए जाने वाले कार्यों से चूकने से संबंधित को छोड़कर, भारत सरकार एतद्वारा नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारी को इस अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी होने के लिए सरकार के राजपत्रित अधिकारी के पद के समतुल्य होने के कारण अधिकारी नियुक्त करती है और उक्त तालिका के कॉलम (2) में तदनुरूपी प्रविष्टि में यथा निर्दिष्ट, सरकारी स्थानों की स्थानीय सीमाओं को भी परिभाषित करती है, जिसके संबंध में उक्त सम्पदा अधिकारी, सम्पदा अधिकारी द्वारा अथवा उक्त अधिनियम के अंतर्गत प्रदत्त शक्तियों का प्रयोग करेगा, और अधिरोपित कर्तव्यों का निष्पादन करेगा।

तालिका

अधिकारी का पदनाम (1)	सरकारी स्थान की श्रेणियां और अधिकार क्षेत्र की स्थानीय सीमाएं। (2)
उपाध्यक्ष, मैसर्स भारत पर्यटन विकास निगम लिमिटेड, मुख्यालय, स्कोप कॉम्प्लेक्स, कोर 8, 7 लोदी रोड, नई दिल्ली – 110003	दिल्ली, मध्य प्रदेश, उत्तर प्रदेश, ओडिशा और केंद्र शासित प्रदेश जम्मू एवं कश्मीर में स्थित मैसर्स भारत पर्यटन विकास निगम लिमिटेड की अथवा उसके द्वारा पट्टे पर लिए गए सभी स्थान या परिसंपत्तियां।

[फा. सं. ई.ओ.एन.पी.एस.यू.-6/15/2018-पी.एस.यू.]

मीनाक्षी मेहता, उप महानिदेशक (सार्वजनिक क्षेत्र का उपक्रम)

MINISTRY OF TOURISM

New Delhi, the 3rd January, 2020

S.O. 135.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorized occupants) Act 1971 (40 of 1971) and in supersession of the Notification of the Government of India in the Ministry of Tourism, S.O. No. 2950 dated 11th October, 2011 published in the Gazette of India dated 22nd October, 2011; S.O. No. 3259 dated 24th November, 2009 published in the Gazette of India dated 5th December, 2009 and S.O. No. 87 dated 2nd January, 2009 published in the Gazette of India dated 17th January, 2009 except as respects things done or omitted to be done before such supersession, the Government of India hereby appoints the officer mentioned in the column (1) of the table below, being the officer equivalent to the rank of gazetted officer of the Government to be the Estate Officer for the purposes of this Act and also defines the local limits of public premises, as specified in the corresponding entry in column (2) of the said table, in respect of which the said estate officer shall exercise the powers conferred, and perform duties imposed, on the Estate Officer by or under the said Act.

TABLE

Designation of the Officer. (1)	Categories of public premises and local limits of the jurisdiction. (2)
Vice President, M/s .India Tourism Development Corporation Limited, Head Quarter, Scope Complex, Core 8, 7 Lodi Road, New Delhi - 110003.	All premises or properties belonging to or taken on lease by M/s. India Tourism Development Corporation Limited situated in Delhi, Madhya Pradesh, Uttar Pradesh, Odisha and Union Territory of Jammu and Kashmir.

[F. No. EON.PSU-6/15/2018-PSU]

MEENAKSHI MEHTA, Dy. Director General (Public Sector Undertaking)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 जनवरी, 2020

का.आ. 136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 07/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/117/2004-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th January, 2020

S.O. 136.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 07 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/117/2004-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 07/2005**

Employer in relation to the management of Lodna Area of M/s. BCCL.

AND

Their workman

Present: Shri Dinesh Kumar Singh Presiding Officer**Appearances:**

For the Employers : Sri D.K. Verma. Adv.

For the workman. : None.

State : Jharkhand.

Industry:- Coal

Dated 26.12.2019

AWARD

By Order No.L-20012/117/2004-IR (C-I) dated 15/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Bihar Pradesh Colliery Mazdoor Congress from the management of BCCL, Lodna Area of regularizing Shri Arjun Paswan as Driver w.e.f. 1.12.92 and for paying wages in Grade-V w.e.f. 1.12.92 is just, fair and legal? If so, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed but the workman didn't appear before the Tribunal. However, the management has appeared in this case. Case is pending since 03/01/2005 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 10/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/153/2004-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 137.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.10 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/153/2004-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 10/2005

Employer in relation to the management of Sijua Area of M/s. BCCL

AND**Their workman**

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma, Adv.

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.12.2019

AWARD

By Order No.L-20012/153/2004- IR (C-1) dated 17/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Nichitpur Colliery of M/s. BCCL in dismissing Sri Radhwa Bhuia from the services of the company w.e.f. 23.05.2002 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties were noticed and the sponsoring Union appeared and filed written statement but subsequently workman/Union left appearing before this Tribunal. Thereafter regd. notices were issued to the union. In the meantime the Vice President of union is appeared and seen the record but even than he did not take any step in this case. Case is pending since 03/01/2005 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate..

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टाटा स्टील लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 20/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/38/2011-आईआर (सीएम-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 138.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.20 of 2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tata Steel Limited and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/38/2011-IR(CM-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 20/2013

Employer in relation to the management of Bhelatand Colliery of M/s.Tata Steel Ltd.

AND**Their workman**

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D. K. Verma. Advocate

For the workman. : Sri A. D. Chaudhary. Advocate

State : Jharkhand.

Industry:- Coal

Dated 30.12.2019

AWARD

By Order No.L-20012/38/2011-(IR (CM-I)) dated 08/07/2013 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Bhelatand Colliery of M/s. Tata Steel Ltd. in not treating the date of birth of Md. Kasim as 05.11.1957 and superannuating him prematurely from the services of the company is fair and justified? To what relief is the concerned workman entitled to?”

2. The Union Colliery Karamchari Sangh representing the workman Md. Kasim and the Management of Sijua Colliery, Dhanbad have appeared before the Tribunal and have filed their written statement on 09/12/2013 and 26/08/2014 respectively. The workman has filed rejoinder to the written statement of the management on 09/04/2015.

3. The case of the Union representing the workman Md. Kasim as per his written statement in brief, is as follows:-

That the concerned workman namely Md. Kasim son of Late Kabir Mistry was a permanent employee of Bhelatand Colliery of M/s. Tata Steel since 21/09/1982 and at the time of procurement of service the date of birth of the workman was recorded as 05/11/1957 on the basis of medical examination as well as on his self statement. Subsequently identity card was also issued to the concerned workman by the management mentioning his date of birth as 05/11/1957. Further in all the records of the company including C.M.P.F, L.T.C records, Gratuity records, Medical reports, Pension records and even in his PAN card the date of birth of workman has been mentioned as 05/11/1957, but in the year 2007 the workman received a letter issued by Chief (HR/TR) Jamadoba, regarding completion of 60 years with a direction to him to appear before the Medical Board for consideration and fitment for extension of one year service, vide letter JMB/HRD/102/801487 mentioning the date of birth of concerned workman as 05/11/1947 instead of 05/11/1957. After that the workman has received another letter issue by the Management vide letter no. 283 dated 18/10/2007 and subsequently another Identity card was issued on 2003 but delivered after 2007. Thereafter the workman has received another letter issued by management vide letter no 284 dated 07/08/2008 mentioning completion of sixty years which is contradictory to the letter no. 102 dated 13/07/2007. Late Kabir Mistry had three sons namely Samsul Haque, Ainul Haque and Md. Kasim the concerned workman and the date of birth of elder brother of concerned workman namely Samsul Haque who was also an employee of Bhelatand Colliery had been mentioned as 12/07/1948. A prayer has been made for setting aside the letter no. 284 of the G.M. (JH) dated 07/08/2008 treating the date of birth of the concerned workman as 05/11/1957 and allowing him to serve remaining years with full back wages and other perks & benefits with retrospective effects.

4. On the other hand the management of Tata Steel has filed written statement. The case of the management is as follows:-

That Md. Kasim, EX-P No. 213946, Ex-Onsetter was appointed on 21/09/1982 and subsequently retired from the company w.e.f. 30/11/2008. The service record of an employee was opened in Jharia Division of Tata Steel at the time of his appointment and maintained centrally in the office of Chief (HRM) and the service record of Md. Kasim was also maintained in the same process which was signed by Chief Personnel and Welfare Officer on 24/10/1982. The date of birth of Md. Kasim as per service record so prepared and maintained was recorded as 05/11/1947 and the management vide letter dated 11/09/2007 had issued a notice to the concerned workman mentioning therein that he would complete 60 years of age on 04/11/2007 as his date of birth has been recorded as 05/11/1947 and he was advised to appear before the Medical Board on 26/09/2007 for ascertaining his fitness of extension of one year of service beyond 60 years. The concerned workman appeared before the Medical Board on 26/09/2007 and Medical Board declared him fit for extension of one year of his service beyond 60 years of age vide Medical Board report no. TCH/51-694/07 dated 29/09/2007. The management subsequently extended the service of the concerned workman for one year w.e.f. 05/11/2007 with specific stipulation that he would be superannuated on expiry of extended period of one year on 30/11/2008 and accordingly he retired from the service of the company on 30/11/2008. The workman after retirement had raised an Industrial dispute vide representation dated 10/06/2009 and the workman had also filed a Title Suit No. 103 of 2008 in the Court of the Munshif 2nd Court at Dhanbad demanding correction of his date of birth and the same was dismissed for non-compliance of the order of the Court by the plaintiff. There is a typographical error on the I.D.Card no. 15965 dated 25/10/1983 and Medical Service Book issued to him on 06/07/2004 mentioning his date of birth as 05/11/1957 but management had issued a fresh I.D. Card on 01/07/2006 with the correct date

of birth recorded on it. A prayer has been made for holding action of management of Bhelatand Colliery as just and fair as well as non-entitlement of any relief by the workman.

5. The concerned union/workman has submitted a rejoinder to the written statement and denied all the averments mentioned in the written statement of management.

6. The union/workman has examined only one witness. He is WW-1 Md. Kasim.

The WW-1 Md. Kasim has deposed before the Tribunal that he had joined Tata Steel on 21/09/82 and his father Late Kabir Mistri was also an employee of Tata Steel. He has further deposed that his eldest brother namely Samsul Haque was an employee on the length of service career of his father Late Kabir Mistri and he procured his service on self strength. He has further stated that his eldest brother joined Tata Steel on 27/03/73 and his date of birth has been recorded as 12/07/48 whereas he joined in the year 1982 and his date of birth has been recorded as 05/11/57. He has also stated that in the year 2007 a fresh ID card was issued mentioning his date of birth as 05/11/47 whereas his date of birth recorded in records of the management including CMPF, Gratuity, Medical and others like PAN Card, Driving License as 05/11/57. He has also stated that a letter was issued to him to attend a Medical Board with instruction that if he failed to attend the Board his attendance would not be allowed to be marked. He has also stated that he was asked to sign a fresh (new) Form B register but he declined and refused to sign on it. He has further stated that he was prematurely retired from the service of Tata Steel management.

In the cross-examination he has stated that on 11/09/2007 he had received a letter that he would be retired on 04/11/2007 but he would continue for one year subject to Medical fitness and accordingly he went for Medical test where he was found fit and his job was extended for further one year. He has also stated that he had worked for eleven and half months and therefore, management asked him to sign on Form-B register and on his decline he was ousted. He has also stated he had filed a Title Suit and it was dismissed for default. He has denied the suggestions that he was retired on the basis of documents available before the company.

The workman has proved the following documents in support of his case which are as:-

Ext.W-1:- Letter for appearing Medical Board for Extension of service.

Ext.W-2:- Letter of Fitness certificate of Md. Kasim issued by Management.

Ext.W-3:- Letter regarding rejection of request for correction of date of birth of Md. Kasim.

Ext.W-4:- Letter addressed to Samsul Haque regarding extension of his one year service.

Ext.W-5:- Letter for allotment of Quarter.

Ext.W-6:- Identity card of Md. Kasim showing his date of birth as 05/11/1957.

Ext.W-7:- Medical book of Md. Kasim.

Ext.W-8:- PAN card of Md. Kasim showing his date of birth as 05/11/1957.

Ext.W-9:- Certificate of Ex-Surpanch regarding three son of Late. Kabir Mia.

Ext.W-10:- Notice for vacation of Quarter.

7. The management has examined only one witness. He is MW-1 Sapan Kumar Patra.

The MW-1 Sapan Kumar Patra has deposed before court that at present he is working as clerk in the office of Chief (HRM), Jharia division of Tata Steel. He has further stated that workman Md. Kasim was appointed on 21/09/82 and after his appointment the service record card was opened in which his date of birth was recorded as 05/11/47. He has further stated that the management had issued a notice vide letter dated 11/09/2007 to the workman concerned mentioning therein that he would complete 60 years of age on 04/11/2007, so he was advised to appear before the Medical Board on 26/09/2007 along with his Medical Service Book for ascertaining his fitness for extension of one year of his service beyond 60 year of age. He has also deposed that the concerned workman appeared before the Medical Board and Medical Board had declared him fit for extension of one year beyond 60 years of age and accordingly vide order dated 18/10/2007 the management extended the service of concerned workman for one year with specific stipulation that he would superannuate on expiry of extended period of one year on 31/11/08. He has also stated that the concerned workman had filed a Title Suit No. 103 of 2008 in the court of Munsif IInd Court at Dhanbad, demanding correction of his date of birth and the said Title Suit was dismissed.

In the cross-examination he has deposed that he has deposed the facts of this case on the basis of records available in his office. He has also deposed that the Form-‘B’ register of workman is maintained and it is an old case so it would be produced after finding it.

The management has proved the following documents which are marked as:-

Ext. M-1:- Photocopy of service record of Md Kasim maintained at Central Office.

Ext. M-2:- Photocopy of service record of Md Kasim maintained at his working place, Sijua Colliery.

Ext. M-3:- Photocopy of letter No. JMB/HRD/102 for ascertaining his medical fitness for 1 year extension of service beyond 60 yrs of age with receiving of peon book.

Ext. M-4:- Photocopy of Medical Board Report No TCH/51/624/07 dated 26.09.2007 fitness report of Md Kasim.

Ext. M-5:- Photocopy of one year extension letter No JMB/283/002643 dated 18.10.2007 beyond 60 years of age with receiving of peon book.

Ext. M-6:- Photocopy of order dated 11.01.2010 of Title No 103/2008.

8. The learned lawyer of the union/workman has submitted before the Tribunal that the concerned workman namely Md. Kasim joined Tata Steel in year 1982 and at that time his date of birth was recorded as 05/11/1957 in the all the official documents of the Tata Company but the Company arbitrarily noticed him on 11/09/2007 to appear before the Medical Board for extension of his service of one year as he was going to retire on 04/11/2017. He has also submitted that the workman had appeared before the Medical Board without knowing the consequences and the company extended one year of his service after finding him medically fit but he subsequently got retired on completion of one year on 30/11/2008. He has further submitted that the evidence of MW-1 is of no use as he has no personal knowledge of this case. He has further stated that all the documents filed on behalf of the workman shows that his date of birth is 05/11/57 instead of 05/11/47. He has also submitted that the eldest brother of workman namely Samsul Haque joined Tata Steel Ltd. on 27/08/73 and his date of birth was mentioned as 12/07/48, so it is not possible that the date of birth of Md. Kasim who is younger to Samsul Haque would be 05/11/47.

He has also submitted that the management has not produced Form-‘B’ register in which the date of birth of workman has been mentioned as 05/11/57 but has produced a manufactured document in which there are many irregularities. He has also submitted that the I-Card Number which is actually issued in chronological order year wise and naturally the I-Card cannot issued in descending order, so the management has erroneously superannuated the concerned workman.

He has submitted that the superannuation notice of workman issued by Tata Company is not valid and Tata Company may be directed to reinstate the workman with all back wages along with all the perks and benefit.

9. On the other hand the learned lawyer of management has submitted that in all the records of the Company date of birth of Md. Kasim has been mentioned as 05/11/47 and on that basis a notice was issued to him vide letter dated 11/09/2007 informing him that he would be 60 years on 04/11/17 but he was directed to appear before the Medical Board for extension of service of one year and the concerned workman after accepting the proposal appeared before the Medical Board. He has also argued that on the basis of record of Medical Board the concerned workman was granted one year extension of his service and thereafter, on completion of one year he was superannuated. He has further submitted that the Company has not committed any error in calculating the age of the concerned workman and the said workman has been rightly retired/superannuated on completion of 60 years of age, so the case of workman is not maintainable.

10. Now the only point of determination in this case is whether the action of management of Bhelatand Colliery of M/s. Tata Steel Ltd. treating the date of birth of Md. Kasim as 05/11/1957 and superannuating him prematurely from the service of the company is fair and justified and to what relief he is entitled to.

FINDINGS

11. In the light of argument advanced by the learned lawyer of both the parties, the Tribunal will first of all examine the oral and documentary evidences available on the record.

12. At the outset of discussions it is required to mention here that WW-1, Md. Kasim is the most competent witness in this case. He has categorically deposed before Tribunal that he had joined Tata Steel on 21/09/1982 and at that time his date of birth was 05/11/1957. He has also deposed that his eldest brother ex-

employee of Tata Steel Ltd. namely Samsul Haque was employed on the length of service career of his father on 27/03/1973 and his date of birth was 12/07/1948 whereas his date of birth was 05/11/1957. He has further deposed that his date of birth has been mentioned in the records like CMPF, Gratuity, Medical, PAN Card and Driving License as 05/11/1957 and in his original Identity Card his date of birth has been mentioned as 05/11/1957. He has also stated before Tribunal he was forced to attend the Medical Board fitness otherwise his attendance would not had been marked. He has also deposed that he was prematurely retired from service and he was asked to sign a fresh (New Form-B Register) but he declined.

In the cross-examination he has deposed that he had received a letter dated 11.09.2007 mentioning therein that he would retire on 04/11/07 and for extension of service for one year he had to appear before medical board for medical fitness. He has also stated that he was asked to sign new form B register to which declined and he was ousted.

13. On the other hand the MW-1 has stated that the workman Md. Kasim was appointed on 21/09/1982 and his date of birth was mentioned in his service record as 05/11/1947. He has also stated that letter dated 11/09/2007 was issued to him that he would retire on 04/11/2007, so he was asked to appear before Medical Board on 26/09/2007 along with Medical Service Book for ascertaining his fitness. He has also stated that the service of workman was extended for one year after finding his fitness and subsequently he retired on 31/11/2008. He has also deposed that the workman had filed a title suit no. 103/2008 in the Court of Munsif 2nd Dhanbad for correction of date of his date of birth but the same was dismissed.

In the cross-examination he has stated that the form B register of workman was maintained but it is an old case, so it would be produced after finding it.

14. Now coming to the documentary evidence it is found that the Ext W-1 and W-2 as well as Ext M-3 and M-5 are same, and both the parties have no dispute over these documents.

Further the Exhibit W-3 is a letter issued to the Md. Kasim rejecting the request of workman for correction of his date of birth and the Exhibit W-4 is a letter issued by management to Samsul Haque mentioning that he had completed 60 years of age on 11/07/2008 and he had been granted extension of one year and he would superannuate w.e.f. 12/07/2009. Moreover the Exhibit W-5 is a letter addressed to the workman Md. Kasim regarding allotment of double room quarter and the Exhibit W-6 is the I-Card of workman Md. Kasim showing I-Card No. 15965, Ticket No. 57689, Personal No. 213946, Date of Employment 21/09/1982 and Date of Birth 05/11/1957. The said I-Card was issued on 25/10/1983.

Additionally, the Exhibit W-7 is the photo copy of Medical Service Book issued on 06/07/2004 in which his age has been mentioned as 47 years, The Exhibit W-8 is the Permanent Account Number of Md. Kasim in which his date of birth has been mentioned as 05/11/1957 and the Exhibit W-9 is a Certificate issued by Sarpanch, Bhelatand Gram Panchayat mentioning therein that Late. Kabir Mistry had three sons eldest Samsul Haque, next Ainul Haque and last Md. Kasim.

15. It is relevant to mention here that the Exhibit W-4 shows that Samsul Haque, elder brother of Md. Kasim would retire on 11/07/08 after completion of sixty years so after calculation his date of birth would comes to 12/07/1948.

16. The management has produced the photocopy of service record of Md. Kasim maintained at Central Office and at working place Sijua Colliery which are marked as Exhibit M-1 and Exhibit M-2 respectively. After going through the Exhibit M-1 it appears that the date of birth of Md. Kasim has been mentioned as 05/11/1947 but it further appears that the concerned workman has been re-designated on 27/01/1998 on banksman/on-setter in Cat. IV in the existing grade of pay and thereafter on 01/01/1997 the workman was upgraded in Cat. V, so there are discrepancy in this document and as such it is not trustworthy.

Further after going through the Exhibit M-2 which was maintained in the Sijua Colliery it appears that it is a hand written copy and it is written in one stretch starting from 21/09/1982 till up-gradation in scale VI from 01/01/2004, so it is also not trustworthy.

The management has not produced the original copy of Form-B register of the concerned workman namely Md. Kasim and in this regard the MW-1 has categorically deposed that the same would be produced after finding it but the management has failed to produce the said documents before the Tribunal.

17. It is relevant to mention here that the workman has admitted in his evidence that he had filed a title suit before the Civil Court and the same was dismissed.

The Exhibit M-6 shows that the title suit no. 103/2008 has been dismissed for non appearance of the plaintiff and it has not been decided on the merit, so the issue of date of the concerned workman has not been decided on merit by the competent Court.

18. It is relevant to mention here that the management has not denied in its written statement that Late Kabir Mistri was not his employee and his son Samsul Haque having date of birth as 12/07/1948 was not his employee and the concerned workman is not brother of Samsul Haque.

19. Now after analysing all the oral and documentary evidence of both the parties in this case it is very much clear that the workman Md. Kasim is the son of Late Kabir Mistri who was also an employee of Tata Steel Ltd. and this fact has not been denied by the management of Tata Steel. Further it is also evident that Late Kabir Mistri had three sons and his eldest son namely Samsul Haque was employed in Tata Steel on the strength of the service of his father Late Kabir Mistri and his date of birth was 12/07/1948. The management of Tata Steel had also not denied this fact.

Further, there are discrepancies in the Exhibit M-1 and Exhibit M-2 and management has not produced Form B Register so in absence of Form B Register these documents are not trustworthy.

Further, it is improbable that the date of birth of younger brother namely Md. Kasim is 05/11/1947 and date of birth of elder brother namely Samsul Haque is 12/07/1948.

Moreover in all other documents submitted by workman Md. Kasim his date of birth has been mentioned as 05/11/1957.

Hence the Tribunal finds that the date of birth of concerned workman namely Md. Kasim is 05/11/1957.

20. In view of above discussions the Tribunal comes to the conclusion that the M/s. Tata Steel Company in not treating the date of birth of Md. Kasim as 05/11/1957 and superannuating him prematurely from service is not fair and justified. Hence the concerned workman is entitled for relief.

21. In view of above discussion the Tata Steel Ltd. is directed to reinstate the concerned workman in service by considering his date of birth as 05/11/1957 but in that circumstances the concerned workman would retire in the month of November 2017.

Now the workman has completed more than 60 years of age on the date of award, so the Tribunal directs the M/s. Tata Steel Ltd. to pay half back wages i.e Fifty percent of back wages from the date of superannuation of the workman on 30/11/2008 till the completion of 60 years of age i.e. 30/11/17 considering the date of birth of workman as 05/11/1957 with all allowances including perks and other benefits like bonus, LTC, LLTC etc. within one month after publication of Award.

This is the award of the Tribunal

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 139.—औद्योगिक विवाद अधिनियम, 1947 (14 का 1947) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 21/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/191/2004-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 139.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 21 of 2005) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/191/2004-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 21/2005**

Employer in relation to the management of Kedla UGP of M/s.CCL.

AND**Their workmen****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 26.12.2019

AWARD

By Order No.L-20012/191/2004-IR (C-I) dated 17/12/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the BCKU from the management of CCL, Kedla UGP for regularization of the 24 workmen (as per list) in-time rate category from the date of their actual authorization; and 2) demand for protection of pay they were getting before such regularization; are just, fair and legal? If so, to what relief are the workmen entitled and from what date?”

List of the Workmen

- | | |
|------------------------------|----------------------------|
| 1. Shri Chotelal Manjhi. | 13. Shri Mangra Orawan II. |
| 2. Shri Birju Bhuiya. | 14. Shri Santosh Yadav. |
| 3. Shri Jagdish Mahto. | 15. Shri Ganesh Ram. |
| 4. Shri Jageshwar Mahto. | 16. Smt. Budhni Kamin. |
| 5. Shri Sibani Rajwar. | 17. Smt. Fulmani Kamin. |
| 6. Shri Bartu Orawn. | 18. Smt. Danti Kamin. |
| 7. Shri Santosh Kumar. | 19. Smt. Saramati Devi. |
| 8. Shri Har Prasad. | 20. Smt. Sita Nonia. |
| 9. Shri Azad Kumar. | 21. Shri Gopal Mahto. |
| 10. Shri Dijoy Prakash Minz. | 22. Shri Churak Mahto. |
| 11. Shri Munga Lal Mahto. | 23. Shri Hussain Orawn. |
| 12. Shri Kanhaiya Chouhan. | 24. Shri Sikari Manjhi. |

2. After receipt of the reference both parties were noticed but both parties didn't appear before this Tribunal,. Case is pending since 03/01/2005 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 140.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 138/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/510/1999-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 140.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No.138 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. IISCO Limited and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/510/1999-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 138/2000

Employer in relation to the management of Chasnala Colliery of M/s. IISCO Ltd.

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : D. K. Verma. Advocate.

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 26.12.2019

AWARD

By Order No. L-20012/510/1999-IR (C-I) dated 01/03/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Chasnala Colliery of M/s. IISCO Ltd. is not paying the contractor transportation Mazdoor wages, allowance and other benefits as per NCWAs is legal, justified and as per constitutional provision? If not, to what benefits the concerned workmen are entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter regd. notices were issued to the workman but even then no one appeared on behalf of the workman. Case is pending since 13/03/2000 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 141.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इस्को लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 151/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/511/1999-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 141.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No.151 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. IISCO Limited and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/511/1999-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 151/2000**

Employer in relation to the management of Chasnalla Colliery of M/s. IISCO Ltd.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

For the Contractor : None

State : Jharkhand.

Industry:- Coal

Dated : 27.12.2019

AWARD

By Order No.L-20012/511/1999-IR (C-I) dated 02/03/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Chasnalla Colliery of M/s. Indian Iron and Steel Company Ltd. (IISCO) in not paying wages dearness allowance and other benefits as per national coal wage agreement to the transport contractor workers is legal, justified and logical in view of constitutional provision? If not, to what relief the workmen concerned are entitled?”

2. After receipt of the reference, all three parties were noticed and two parties appeared for certain dates but contractor didn't appear before the Tribunal. Subsequently both the parties left appearing before this Tribunal. Thereafter regd. notices were issued to all three parties but even then no one appeared on behalf of the Union and others. Case is pending since 13/03/2000 and workman/union is not appearing before Tribunal. so, it is felt that workman/union has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 142.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.—1, धनबाद के पंचाट (संदर्भ संख्या 202/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/17/1997-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 142.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 202 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/17/1997-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 202/2000

Employer in relation to the management of Gobindpur Area No. III of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : D. K. Verma. Advocate

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 26.12.2019

AWARD

By Order No.L-20012/17/1997-IR (C-I) dated 17/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of United Coal Workers Union that Sri Ramjatan Singh, Shovel Operator, BCCL Gobindpur Area be promoted to grade D with effect from 07.06.1986, thereafter grade C with effect from 07.06.1989 and grade B with effect from 07.06.1992 and payment of difference of wages for the aforesaid period is legal and justified? If yes, to what direction is required to be given in this respect?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently the workman left appearing before the Tribunal. Thereafter regd. notices were issued to the workmen but even then no one appeared on behalf of the workmen. Case is pending since 02/08/2000 and workman is not appearing before Tribunal. so, it is felt that workman has lost his interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 143.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.—1, धनबाद के पंचाट (संदर्भ संख्या 206/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/20/2000-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 143.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 206 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/20/2000-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 206/2000**

Employer in relation to the management of Katras Choitudih Colliery of M/s. BCCL

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : Sri S.C. Gour. Adv.

State : Jharkhand.

Industry:- Coal

Dated 26.12.2019

AWARD

By Order No.L-20012/20/2000 (C-I) dated 24/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Katras-Choitudih Colliery under Katras Area of M/s. BCCL in stopping the signalman and looseman allowance to the Trammers is justified, legal and fair? If not, to what relief are the concerned workmen entitled?”

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the Vice President of Sponsoring Union has informed that union is not interested in contesting the case. It is felt that the workman has lost his interest in this matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 212/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/07/2000-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 144.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 212 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/07/2000-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 212/2000

Employer in relation to the management of Lodna Coke Plant of M/s. BCCL

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma. Adv.

For the workman. : Sri S.C. Gour. Adv.

State : Jharkhand.

Industry:- Coal

Dated : 27.12.2019

AWARD

By Order No.L-20012/07/2000 (C-I) dated 24/07/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Union for employment of Sri Shankar Bhuia, son of Late Somri Bhuia of Lodna Coke Plant from the management of M/s BCCL under para 9.3.2 of NCWA V is justified? If so, to what relief Sri Shankar Bhuia is entitled?”

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the Vice President of Sponsoring Union has informed that union is not interested in contesting the case. It is felt that the workman has lost his interest in this matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 30 जनवरी, 2020

का.आ. 145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, धनबाद के पंचाट (संदर्भ संख्या 331/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-20012/306/2000-आईआर (सी-1)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 30th January, 2020

S.O. 145.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 331 of 2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24.01.2020.

[No. L-20012/306/2000-IR(C-I)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 331/2000**

Employer in relation to the management of Amlabad Colliery of M/S. B.C.C.L.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : Sri S.C. Gour. Rep.

State : Jharkhand.

Industry:- Coal

Dated : 30.12.2019

AWARD

By Order No. L-20012/306/2000 (C-I) dated 22/11/2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Project Officer, Amlabad Colliery, in not allowing Sri Suresh Rajak to resume his duties w.e.f. 17.08.98 is justified? If not, to what relief is the workman entitled?”

2. After receipt of the reference, both parties were noticed and both the parties appeared for certain dates but subsequently workman left taking step in this case. Further in course of hearing of the case, the Vice President of Sponsoring Union has informed that union is not interested in contesting the case. It is felt that the workman has lost his interest in this matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 31 जनवरी, 2020

का.आ. 146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 90/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/49/2015-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 31st January, 2020

S.O. 146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 90/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Punjab & Sindh Bank and their workmen, received by the Central Government on 31.01.2020.

[No. L-12012/49/2015-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/90/2015

Present: P.K.Srivastava, H.J.S..(Retd)

Shri Biharilal Kushwaha
S/o Shri Kishorilal Kushwaha,
(Bhutpurv Peon),
Resident of 36-B, Tamayae Marg,
Vivekanand Ward No.9
Chhatarpur (M.P.)

...Workman

Versus

The Branch Manager
Punjab & Sindh Bank
Sagar Road,
Chhatarpur (M.P.)

...Management

AWARD

(Passed on this 10th day of JANUARY-2020)

1. As per letter dated 15-9-2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-L-12012/49/2015-IR(B-II). The dispute under reference relates to:

“Kya brapbhandhantantra Shakha Prabhandak Panjab & Sindh Bank, Sagar Road, Chhatarpur (M.P.) ke dwara Shri Biharilal Kushwaha, S/o Shri Kishorilal Kushwaha ko bank shakha Chhararpur mein varsh2011 se Asthai Peon ke pad par nerantar Karya Karaye jaane pashchat Audyogik vivad Adhiniyam m, 1947 Dhara 25-F ke vepareet uske sevayein 29-7-2015 se samapt karne ke karyawahi nyayochit hai? Yadi nahi to sambhandit Karmachari kes anutosh ka haqdar hai ?.”

2. After registering the case on the basis of reference, notices were sent to the parties who filed their respective claim in defence.

3. During pendency of the case, the workman filed an application for withdrawal of his claim on the ground that the Management has employed him on permanent basis as par time sweeper and hence he does not want to pursue his claim.

4. The Management has also made endorsement regarding no objection for withdrawal because the dispute has been settled out of Court between the parties and grievance of workman remains addressed.

5. In the light of these factual scenario, since the dispute has been settled between the parties and there is no dispute as mentioned in the reference, there is no requirement of any award to be passed.

6. Reference is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

DATE: 10.1.2020

नई दिल्ली, 31 जनवरी, 2020

का.आ. 147.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 4/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.01.2020 को प्राप्त हुआ था।

[सं. एल-12011/85/2014-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 31st January, 2020

S.O. 147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 31.01.2020.

[No. L-12011/85/2014-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/4/2015

Present: P. K. Srivastava, H.J.S..(Retd)

The General Secretary
Rashtriyakruth Bank Karmachari Sangathan,
F-1, Tripti Vihar, Opp. Engineering College
Ujjain (M.P.)

...Workman

Versus

The Assistant General Manager
Union Bank of India,
Nodal Regional Office,
1513/1/1, Arera Hills,
Bhopal (M.P.)-462011

...Management

AWARD

(Passed on this 8th of JANUARY-2020)

As per letter dated 21/12/2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/85/2014-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Union Bank of India, Bhopal in dismissing the series of workman ShriMohanlalMalviyaw.e.f. 14-11-2011 is justified? What relief the workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The case of the workman as stated in his statement of claim is that he was first appointed as peon on November-20-1976 and was working to the satisfaction of his superiors. He was issued a charge sheet for alleged acts of misconduct on January-6-1997 without basis. Before this he was suspended vide order dated

11-4-1996 which was against the established procedure and charge sheet was issued after suspension. The charge against the workman was that he mis-appropriated foreign currency of total 400 U.S. dollars kept in two envelopes for sending it to Bank's Overseas branch at New Delhi on June-6-1995 and put in Rs.10 and Rs.7 currency in those envelopes thus mis-appropriated the amount of Rs.9000/- & Rs.3000/- respectively. According to the workman this charge was leveled against him to save the other officials involved in the scam. A departmental inquiry was conducted in English language though the workman had specifically requested to conduct it in hindi because he did not know English, thus depriving him to defend himself effectively. Also that the inquiry was not conducted as per the established principles of natural justice. The workman was not given opportunity to defend himself. Charges were held wrongly proved in the inquiry report and he was wrongly dismissed by the Controlling Authority. On the basis of such an inquiry report, on his appeal against dismissal was also dismissed by Controlling Authority. According to the Workman the First Information Report in this case was registered by bank against him and trial was going on which had not concluded, hence the inquiry could not be proceeded against him due to pendency of trial. Accordingly the workman has prayed for his reinstatement with all back wages and benefits.

3. According to the Management the workman was initially recruited for the post of peon on November-20-1976 and at the relevant time of the incident, he was serving as a Bills Collector in Malviya Nagar Branch of Bhopal. He used to absent himself without reason for which memo dated 23-10-1978, December-7-1979 and January-31-1990 as well as April 12-1982 were issued against him. According to the Management, while he was discharging his duties as Bills Collector, he removed 400 US dollars kept in two envelopes which were to be sent to the Overseas bank of New Delhi in two separate covers by registered insured letters for Rs.3000/- and Rs.9000/- respectively. It was reported by the Overseas Branch that these two envelopes were found with 05 Indian Currency notes of denomination Rs.10/- each and 07 Indian currency notes of denomination Rs.10/- each within them. The first information report was registered by bank with police on June 18-1995. During investigation, the workman was found involved in the mis-appropriation and charge sheet was sent by police in relevant section for which trial proceeded. The Management, suspended the workman vide order dated November-4-1996 for the charge and issued a charge sheet dated January-6-1997 regarding the charges. The workman submitted his explanation dated January-28-1997 denying his involvement. It was decided to proceed with the departmental inquiry and charges were leveled vide order dated November-7-2000. The Inquiry Officer and Presenting Officer were appointed. The suspension of workman was revoked on March-28-2001. The inquiry commenced from January-10-2001 at Zonal Office. The workman filed a request to keep the inquiry in abeyance till conclusion of criminal case pending against him in the light of Bi-Partite Settlement. Hence the inquiry proceedings was stayed till further orders but since the trial remained pending for more than seven years and there was no possibility of its conclusion in near future, it was decided to proceed with the Inquiry vide order dated December-18-2008. The workman preferred a Writ petition No.1707/2009 before Hon'ble High Court seeking stay on inquiry on the ground that the criminal proceeding were going on for same charges, which was dismissed by Hon'ble High Court vide order dated July-12-2011. After dismissal of the writ petition, the inquiry again proceeded. The workman was given opportunity to defend himself. The Inquiry Officer submitted inquiry report on July-28-2011 after issuing a show cause notice to the workman on the basis of punishment dated November-3-2011, and hearing his side by way of granting an opportunity of personal hearing. The Disciplinary Authority passed the impugned sentence of dismissal without notice on November-14-2011. The workman did not prefer an appeal against this punishment which was also dismissed by Appellate Authority vide order dated January-8-2014. According to the management the inquiry was conducted as per law, charges were found proved and since the charge was of major misconduct, warranting major punishment, the workman was punished accordingly. The Management has further prayed that the reference be answered against the workman.

4. At the stage of evidence, the workman did file photocopy of inquiry proceedings but no witness appeared on his behalf. The workman also did not examine himself.

5. The management examined Chief Manager Ramesh Kolekar who proved the pleadings of Management as stated above and the inquiry papers which are Exhibits M-1 to M-29.

6. At the stage of argument, no one appeared from the side of workman. The workman did file the written arguments. The Management has also filed written arguments through its counsel Shri Shailendra Pandey. Both the written arguments are part of the record. I have gone through the written arguments and record.

7. Following issues arise in the case in hand on the basis of pleadings:-

1. **Whether the Departmental Inquiry conducted is legal and proper?**
2. **Whether the charges are proved in the inquiry?**
3. **Whether the punishment awarded is excessive?**

8. ISSUE NO. 1:-

The burden to prove this issue is on the workman. Except his pleadings, there is nothing in the form of statement on oath to prove this. The Management has examined its witness, who is the Chief Manager who has deposed about the inquiry and has proved the inquiry proceedings as well as reports. After perusal of Inquiry proceedings, there is nothing on record to indicate that there was any illegality committed or principles of natural justice were violated by Inquiry Officer during the inquiry. Hence holding the inquiry conducted as per law, this issue is decided against the workman. **Issue No.1 is answered accordingly.**

9. ISSUE No. 2:-

A written argument does not indicate any fact to doubt the finding of the Inquiry Officer. From the perusal of the statement of the witness filed with the Inquiry Report as well as documents also, I am in agreement with the finding of the Inquiry Officer that charge of misconduct as stated above is proved. **Issue No.2 is also decided accordingly.**

10. ISSUE NO.3:-

According to the Bi-Partite settlement governing the service conditions and departmental inquiry the charge of misconduct proved is acting against the interest of Bank resulting into monetary loss to the Bank which is a serious misconduct warranting dismissal also. Secondly it is not disputed that no employer can compromise with the integrity of its workers. The worker should possess one hundred per cent integrity, further the fraudulent acts by workman creates loss of confidence in him by Management. Integrity, devotion, diligence and honesty is the core factor of banking business which cannot be compromised. Hence in the light of above discussion the punishment of dismissal cannot be said to be excessive. **Issue No.3 is answered accordingly.**

11. On the basis of the above discussion, following award is passed:-

A. The action of the management of Union Bank of India, Bhopal in dismissing of workman Shri Mohanlal Malviya w.e.f. 14-11-2011 is held legal and justified.

B. The workman is held entitled to no relief.

P. K. SRIVASTAVA, Presiding Officer

DATE: 8.1.2020

नई दिल्ली, 31 जनवरी, 2020

का.आ. 148.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 23/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/213/2004-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 31st January, 2020

S.O. 148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 31.01.2020.

[No. L-12012/213/2004-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 20TH JANUARY 2020**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 23/2005****I Party**

Mrs. Yasmeen Fathima,
No. 111, 1st Floor,
Ranka Garden Apartments,
4th Cross, 2nd Main,
Wilson Garden,
Bangalore - 560 027.

II Party

The Zonal Manager,
Bank of India,
Karnataka Zone,
No. 11, K.G. Road,
Bangalore - 560 009.

Appearance :

Advocate for I Party : Mr. S. V. Shastri

Advocate for II Party : Mr. Pradeep S Sawkar

AWARD

The Central Government vide Order No. L-12012/213/2004-IR(B-II) dated 04.05.2005 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Bank of India is justified having dismissed Smt. Yasmeen Fathima, Clerk from Services of the Bank w.e.f. 10.10.2002? If not, what relief the disputant is entitled to and from which date?”

1. The 1st Party workman is the Ex-employee of the 2nd Party Bank who is dismissed from service w.e.f. 10.10.2002 as a measure of Disciplinary Action; before her dismissal she was issued Charge Sheet, since she denied the charges, Domestic Enquiry was conducted; on completion of the Enquiry the Enquiry Officer submitted his findings that the charges are proved. The 2nd Party acting on the Enquiry Report has taken action against her.
2. The grievance of the 1st Party workman was, the Domestic Enquiry was conducted without providing proper opportunity to her; the charges framed were vague in nature. There was no documentary evidence to sustain the alleged charges; entire Enquiry proceeding was vitiated; the Punishment Order is disproportionate to the gravity and circumstances of the case; she is unemployed and is sole earning member in the family.
3. The 2nd Party in their counter statement justified their action.
4. On the rival pleadings touching the validity of the Domestic Enquiry a Preliminary Issue was raised, tried and adjudicated by holding that the Domestic Enquiry is fair and proper.
5. Thereafter, the 1st Party workman adduced evidence stating that because of the punishment order she is put to financial loss and inconvenience; her service was unblemished, she is a widow having a son and without any other source of income.
6. Vide Charge Sheet dated 24.06.1999 she was charged on five counts.

Firstly, in collusion with an outsider Sh. P A Parekh she issued 16 cheques of large amounts without keeping the Balance in her SB Account and OD Account with the Bangalore Main Branch in favour of M/s Kismat Sales and Services, those cheques were received by the Service Branch of the 2nd Party, in clearing; she unauthorisedly removed said cheques along with Branch schedule before they were sent to Bangalore Main Branch.

Secondly, she issued 3 cheques from her SB Account No. 10164 maintained at Jayanagar Branch in favour of M/s. Kismat Sales and Services; when the said cheques were issued in clearing, she unauthorisedly removed cheques along with Branch schedule.

Thirdly, she removed 38 cheques which were issued by Mr Pankaj A Parekh favouring M/s Kismat Sales and Services, M/s. Kismat Service Centre and M/s Fortune Times without keeping sufficient balance in his SB A/c 5834 with the Sanjay Nagar Branch of the 2nd Party. She deliberately removed the said cheque along with Branch schedule. When the cheques were received in clearing, Gandhinagar Branch of the 2nd Party gave credit to the respective Accounts, thus serious financial loss was caused to the 2nd Party.

Fourthly, she altered the original date of clearing stamp on the cheques to a subsequent date of clearing stamp with a view to commit fraud.

Fifthly, on 09.02.1999 she went to Bangalore Service Branch at 8.am along with Mr. Riyazullah Baig, Sub-Staff and broke the door by cutting the portion of the lock, entered the premises of the Bank, stole 'B' Register with a view to destroy the evidence and to prevent the Branch Officials from locating the exact area of clearing differences.

Each of her action amounted to misconduct in terms of Para 19.5(j) of First Bipartite Settlement dated 19.10.1966.

7. She was issued supplementary charge sheet dated 13.08.1999 and the allegations were, Firstly, she had drawn 8 cheques (as per the details mentioned in the charge sheet) on her SB A/c No. 10164 with the Jayanagar Branch of the 2nd Party without keeping sufficient balance in the said account; when they were received in clearing they were intercepted and removed/ destroyed by her along with Branch schedule, thereby caused financial loss of Rs. 3,10,000/- to the 2nd Party.

Secondly, Sh. Pankaj A Parekh had drawn 8 cheques in his SB A/c 5834 at Sanjaynagar Branch of the 2nd Party without keeping sufficient balance; the 1st Party intercepted, removed / destroyed the cheques along with the Branch schedules received in clearing (as per the details mentioned in the charge sheet) thereby caused financial loss of Rs. 3,95,000/- to the 2nd Party.

Thirdly, 4 cheques (as per the details mentioned in the charge sheet) were drawn by her on her OD Account 30260 with Bangalore Main Branch without keeping sufficient balance in the said Account; when they were received in clearing they were intercepted and removed /destroyed by her along with Branch schedule, thereby fraudulently got the amount credited to the payees accounts and misappropriated the amount thereby causing financial loss of Rs. 3,25,000/- to the 2nd Party.

Each of her action amounted to gross misconduct in terms of Para 19.5(j) of First Bipartite Settlement dated 19.10.1966.

8. During the Enquiry on behalf of the Management three witnesses were examined and 38 documents were exhibited for the 2nd Party. There was no defence evidence.

However, 26 documents were marked for the workman.

9. MW-1 was the then officer working in Bangalore Service Branch since 03.07.1995. During his evidence he narrated the nature of the work in the clearing department and further stated that the CSE worked as a Clerk at Bangalore Service Branch from 21.11.1994 to 13.02.1999; she was allotted clearing department work which includes other departmental work, inward clearing also. He produced ME-19 the particulars of the leave availed by her; he further stated that she was allotted the work of delivering outward clearing instruments and bringing Bank's inward clearing instruments for several months from Reserve Bank of India; she had to type individual cheques of various Banks drawn on Bank of India, Branches in Bangalore and received from various Banks, amount wise to confirm and report to the Clearing Officer, the concern of their claims on Bank of India, any discrepancy in the claims, any alternation in clearing stamps should be brought to the notice of the Clearing Officer; she was to help the Department in removing the other Banks schedules attached to the cheques presented by them; at times she had to sort the cheque Branch wise, further the cheques thus sorted would be again typed, amount wise on electronic calculators to determine the total value of the cheques sent by Service Bank to other Branches of the 2nd Party at Bangalore; thus she could get access to the instruments from the stage of bringing the instruments from the RBI clearing house, upto the stage of listing the instrument Branch wise. She had to report to the Clearing Officer about any instrument not delivered by the Presenting Banks but amount

claimed by them; identified differences should be accounted by passing suspense entries duly authorised by concerned Officials. She was also attending other types of clearing like return clearing, high value clearing, IBT clearing etc. Any unidentified differences arrived at, after aggregating Branch wise / Department wise instruments and comparing the same with RBI figure would also be accounted for, by passing suspense entries by the Clerk duly authorised by the concerned Officials. The witness identified ME-1 and ME-2 which are the Statements of Account of CC A/c No. 3672 of M/s Kismat Sales and Services and CC A/c No. 10964 of M/s Kismat Service Centre at Syndicate Bank, Gandhinagar Branch for the period 01.01.1998 to 23.12.1998 and 01.01.1998 to 13.02.1999 respectively. ME-3 is the Statements of Account of CA 17649 of M/s Fortune Times Account with Syndicate Bank, Gandhinagar Branch, Bangalore for the period 01.01.1998 to 12.02.1999. ME-26 list of cheques drawn on Bank of India and presented to clearing by Syndicate Bank, Gandhinagar Branch for the credit of CA 10964, CC 3672, SB 106607 of Mrs. Asha P Parekh and CA 17649, the list contains 61 cheques issued on Bank of India and Branches of Bangalore Main, Sanjaynagar and Jayanagar. Except the items 1 to 3 which are credited as per Syndicate Bank Certificate all other items listed by Syndicate Bank in this document have been credited to respective accounts. From ME-1 to ME-3 there is no single debit entry pertaining to 58 clearing cheques drawn on Bank of India, all the 58 cheques were honoured within the stipulated time, hence they are not returned. Entries at ME-13 are issued to CSE on her overdraft A/c No. 30206 and SB A/c No. 17128 at Bangalore Main Branch. At ME-1 there is credit entry of Rs. 35,000/- by clearing cheque No. 432960 drawn on overdraft A/c No. 30260 of the CSE on Bangalore Main Branch, the entries of 02.07.1998 at ME-1 corresponds to the cheques issued to her as detailed in ME-13. Clearing cheque No. 432969 is for Rs. 37,000/- and 432968 is for Rs. 38,000/- which are credited, these cheques were issued in the Overdraft Account of the CSE. There is credit entry for Rs. 50,000/- at ME-2 by clearing cheque No. 382305 and Rs. 15,000/- by clearing cheque No. 382304 and crediting another Rs. 75,000/- by clearing cheque No. 395081. The amount mentioned at ME-13 are issued to her in respect of SB A/c No. 17128, the entry at ME-2 is the clearing credit pertaining to cheque No. 432959 credited on 09.06.1998 for Rs. 35,000/-, in respect of her over draft A/c 30260; the entry at ME-3 is for credit of Rs. 45,000/- by clearing cheque No. 438807 and Rs. 85,000/- by clearing cheque No. 438808; ME-12 is the statement of Account of her overdraft A/c 30260 at the main Branch for the period 01.01.1997 to 27.02.1999 but none of these cheques have been debited in her OD A/c 30260. Vide work allocation order ME-18 she was allotted reconciliation work and work of attendant Reserve Bank of India for outward clearing. She had been typing the amounts of instruments from Bank's lots brought from the clearing house, thus she had access to inward clearing instruments sent by some Banks even though she was not in clearing department throughout the day. Normally the Clearing Officer will not be allotting specific lot of instrument to specific clerks, thus she could get access to any cheques or any lots of her choice.

10. The witness further stated that he noticed that there was huge difference in inward clearing during the period May 1998 to January 1999; she had taken verification cheques tendered by Syndicate Bank, Federal Bank, SBI, Karnataka Bank etc; on many occasion relevant schedules of a few Branches of other Banks were missing. While going through the cause for unidentified differences, he noticed repeated instances of instruments tendered by Syndicate Bank, Gandhinagar Branch had not been reported to the Clearing Officer, even though they had been listed during the course of verification. Subsequently they are not reported against drawee Branches, sometime verification is done by the CSE.

Further the witness stated that many of the cheques which had gone unaccounted, the witness opines that there were numerous attempt by the CSE to manipulate differences in clearing and deliberate attempts to remove instruments after listing the same during the first stage of verification of other Bank claims; during her tenure in Net Clear Department (while working under the witness) she was tactfully coming there, during the relevant period she was showing unusual interest in Clearing Departmental work but was not reporting the difference about other Banks claims. As per ME-29 Certificate issued by the 2nd Party mentions she enjoyed an overdraft limit of Rs. 15,000/- from 10.10.1995 which was subsequently enhanced to Rs. 26,800/- on 16.04.1997. ME-9 to ME-12 are the statements of her SB Account and OD Account.

The witness by verifying the statements further deposed that except on 09.06.1998 there was no sufficient balance in her Account to cover the cheques drawn on the Account nor they have been debited to the Account. The cheques are credited in the Accounts of M/s Kismat Sales / Kismat Service Centre etc., indicating close nexus between the beneficiary and the CSE. Hence, the 2nd Party is put to loss of identical amounts. The transactions pertaining to Sh. Pankaj A Parekh are marked as ME-33 to ME-39; ME-14 is the statement of Account 5834 of Sh. Pankaj A Parekh with Sanjaynagar Branch in respect of the transaction from 06.09.1998 to

18.08.1999. ME-26 is the Certificate by Syndicate Bank Gandhinagar Branch, containing list of cheques presented through Bank of India for clearing, deposited by Kismat Service Centre, Fortune Times and Mrs Asha P Parekh.

11. The witness through his oral evidence rectified the discrepancy appearing relating to Charge 3 in the charge sheet pertaining to item No. 5,9, 34 and 35. He further stated from the statements at ME-39 (Cheque Book requisition form) that 60 cheque leaves were issued by Sanjaynagar to Mr. Pankaj A Parekh to his SB A/c 5834; except one cheque bearing No. 738436 for Rs. 40,000/- remaining 37 cheques do not find place in the statement of his account. Those cheques are not delivered to Sanjaynagar Branch; CSE was on duty on all the days on which 37 instruments were received by Bangalore Service Branch at inward clearing but they have not reached the drawee Bank. ME-30 is the letter issued by the Travel Air Pvt. Ltd. who sold tickets to the CSE and Mr. Pankaj A Parekh for their Travel from Mumbai to Zurich on 22.08.1998; on receiving part payment of Rs. 69,000/-. ME-28 is her leave application seeking leave for 9 days from 21.08.1998 to 29.08.1998 on the ground of attending marriage. She has hidden the actual fact of her journey to Zurich; the witness further stated that he noticed huge differences which were continuous especially from May 1998 to January 1999, around 35 lakhs of clearing difference as due to removal of cheques received in inward clearing and drawn on accounts of Mr. Pankaj A Parekh and CSE; then the witness came to conclusion that most of the unreconciled difference had their genesis in removal of instruments probably by CSE who had access to clearing instrument at Service Branch; in her absence there was no instances of removal of instruments.

Further the witness in chronological order and by connecting the events stated how the CSE hatched conspiracy with Mr. Pankaj A Parekh by choosing inward clearing – Non MICR since their records received from other participating Bank would not contain the details of the cheque tendered like cheque No., Drawee Branch, name etc. The witness referred to the instance where they added Rs. 3,25,000/- to Malleswaram West Branch schedule on 04.08.1998 to temporarily hide 4 cheques of identical amounts issued by CSE and presented by Federal Bank, Bhasyam Nagar Branch but not delivered since they were removed by CSE.

The witness further stated that attempts were made by her and her accomplice to trouble honest officers working at Bangalore Service Branch who helped in unearthing the details of the fraud. These misdeeds were brought to the notice of the Police; she was in possession of large number of cheque books issued by Main Branch and the Jayanagar Branch in respect of her account and many of which are yet to be traced; 82 cheques aggregating to Rs. 35.03 lakhs have been traced and removed in inward clearing their number and amount may go up huge financial transaction has taken place from 1995 in the account of Mr. Pankaj A Parekh and CSE.

12. The second witness / MW-2 was the then Officer in the outward and inward, clearing draft payable department; the activities therein are daily cash book despatch, collection and payment of dividend and warrant in Service Branch; on the basis of the documentary proof she fully corroborated the evidence of MW-1. She had deposed that when there was allocation for collection of cheques from RBI there were no lady volunteers as it was the early morning hours i.e. 9. am; CSE volunteered to take up this job, she was also enthusiastic in typing the first lot of inward clearing cheque and sorting branch wise; in allocation of the duty among the clerical staff effective from 16.11.1998 she was allotted interbranch reconciliation statement, LMO statement, related IOMS / letters, preparation of quarterly, half quarterly, statement of un-reconciled LMOs entries, reminder follow up for un-reconciled inter branch / LMO entries, attending RBI for outward clearing; many times she volunteered in inward clearing, her assistance was availed due to time constraints though she was not allotted the job; during her absence there was no cheque presented for clearing that are listed under ME-6; the credits as at ME-6 to the account are not on the days she was on leave.

13. MW-3 is the Watchman working at the Main Branch; he identified the written statement given by him in Tamil language to the Investigating Officer. His deposition was to the effect that on 09.02.1999 he was on duty between 6 am and 10 am, at about 8 am CSE came in auto after 10 minutes Mr. Riyazullah Baig / Sub-ordinate staff joined her, they went upstairs, after about 20 minutes they came down, CSE was holding Black clearing bag and a register, both of them went in the Scooter of Mr. Riyazullah Baig; on the same evening he reported to duty at 6 pm, he was called by Officer, Service Branch and asked who all had came in the Morning, it was informed to him that lock of the Service Branch was broke open.

14. All the three witnesses were thoroughly cross examined. CSE was not able to examine the witnesses of her choice, she either did not give any statement also. From the statements of the witnesses MW-1 and MW-2 which was supported with the documentary proofs i.e. ME-1 to ME-3, ME-10, ME-11, ME-13, ME-24 to ME-

27, ME-29, ME-30, ME-32, ME-33, the Enquiry Officer has extracted that without having sufficient balance available in the account (when the cheques were supposed to have been received by Bangalore Main Branch), 16 cheques were issued either by CSE or by somebody by drawing through her cheque, those cheques must have reached Bangalore Main Branch where the accounts are maintained and should have been returned by them on the same day as there was no sufficient balance; CSE did not deny the above evidence by adducing rebuttal evidence. Thus, the finding regarding charge no. 1 of charge sheet dated 24.06.1999 went in favour of the prosecution.

15. With regard to charge No. 2 of charge sheet dated 24.06.1999 placing reliance on the documentary proof of ME-21 (undisputed document) / Certificate issued by the Branch, items appearing against 12, 13 and 60 from ME-26, the Enquiry Officer recorded that the cheques are received in their Accounts of Kismat Sales and Service and Fortune Times and presented for clearing at the 2nd Party Branch. ME-1 and ME-3 of Kismat Sales and Service and Fortunes Times established that the amounts of 3 cheques were credited to the respective accounts. As per the deposition of MW-2, 2 accounts have not been debited for any return of cheques in clearing; as per ME-1 and ME-3 funds relating to the said cheques were parted by Syndicate Bank, Gandhinagar; there was no debit entry at ME-20 the accounts statement of CSE maintained at Jayanagar Branch of 2nd Party. There was no sufficient amount in her account also when the cheques were supposed to be received by Jayanagar Branch, there were no debits in the said account for the period 13.09.1996 to 26.03.1999.

16. Regarding charge 1 of the supplementary charge sheet dated 13.8.1999, the Enquiry Officer counted upon the evidence that CSE did not deny that 8 cheques were issued to her by Jayanagar Branch on her account as evidenced by ME-21. As per ME-26 items at S. No. 14 and 15 first two cheques in the above referred charge was received by Syndicate Bank, Gandhinagar Branch in the SB A/c of Asha P Parekh and was presented for clearing to 2nd Party; the statement of account of Asha P Parekh / ME-5 established credit of the cheques to the account to a total amount of Rs. 85,000/- and the same was parted by Syndicate Bank, Gandhinagar. ME-6 is the statement of SB Account of one Mr. Venkatesha maintained at Syndicate Bank, Balepet for the relevant period, the amounts mentioned at item 3 to 8 of the charge was credited to the said account, this was supported by the evidence of MW-2. Credit was given to the respective account by Syndicate Bank, Gandhinagar and Balepet Branch but debit was not given for any return in clearing. There was no sufficient balance in the SB Account of the CSE as per ME-20 on which said 8 cheques were drawn. Thus, the said charge was held proved.

17. With regard to charge 3 of supplementary charge sheet, the Enquiry Officer found that, 4 cheques referred in the charge are issued to CSE by the Bangalore Main Branch on her overdraft account as evidenced in ME-13 and the same was not disputed by CSE. Though there was no further documentary proof, the Presenting Officer had contended that these were presented by Federal Bank, Bhashyam Nagar on 04.08.1998 and were credited to the current account of M/s Kismat Service Centre and the credit was given on 04.08.1998. The Enquiry Officer found support from the overdraft's statements of CSE's Account 30260 (ME-12) that on 04.08.1998 the date on which 4 cheques should have been received by Bangalore Main Branch in clearing she had a balance of Rs. 66,000/- and none of the 4 cheques were debited to the said account. The balance available in the Account was not sufficient to cover 4 cheques. Thus, the Enquiry Officer records his finding in accordance with the charge sheet allegation.

18. With regard to the further allegations, the Enquiry Officer has appreciated the evidence of MWs which were all supported with the documentary proofs. The CSE since had not adduced evidence neither she had submitted her written brief, the documents produced by her as DE-23 and DE-26 were not counted upon. Though there was no direct evidence about removal of cheque by CSE acting upon the evidence of MWs and the circumstantial evidence available, it was held that the evidence sufficiently point to the removal of cheque by CSE. Thus, the finding that all the 8 charges referred in the charge sheet dated 24.06.1999 and 13.08.1999 are proved against the CSE was reached.

19. On a meticulous scrutiny of oral and documentary evidence lead in I am convinced that the above finding does not suffer with any material defect. It is a Departmental Enquiry, proof beyond reasonable doubt is not the parameter for appreciation of evidence. A copy of the Judgment passed by Special Court against the CSE as first accused, Pankaj A Parekh as second, Asha P Parekh as third, Venkatesha as fourth and Riyazulla Baig as fifth in Special CC No. 187/2000 is found in the file. The accused were charge sheeted for the offence punishable under 120 B r/w 201, 381, 420, 451, 477A IPC and 13(2) r/w 13(1)(d) of Prevention of Corruption Act 1988, on similar set of allegations. After a full-fledged trial, vide judgment dated 30.03.2010 the 1st Party herein was convicted for the offence under 120B, 420, 381, 451, 477A of IPC, she is also convicted for offence

under section 13(2) r/w 13(1)(d) of Prevention of Corruption Act 1988, she was imposed punishment both of imprisonment and fine.

20. In the written argument submitted by the 1st Party it is contended that order of dismissal is not proportionate to the alleged charges. The three authorities submitted by her are of no avail for her, since the enquiry finding is neither arbitrary nor perverse.

Show cause notice proposing punishment was issued to her and she had appeared in the personal hearing. The contentions raised by her during the personal hearing were not appreciated. By recording the satisfaction about the findings recorded by the Enquiry Officer the proposed punishment of dismissal was confirmed. 2nd Party being a Nationalised Bank handling the Public Fund and any aberration in the administration and Business of the Bank will shatter the trust of the Public in the Institution. Due to the misconduct, the 2nd Party has suffered huge financial loss which is a grave misconduct. Each of the charge proved against her amounts to misconduct as enunciated by Para 19.5(j) of the First Bipartite Settlement dated 19.10.1966, the Disciplinary Authority was well within its propriety in passing the order of dismissal from service in terms of clause 6(a) of Memorandum of Settlement dated 10.04.2002. I am convinced that this order passed by the Disciplinary Authority is well within his propriety and commensurates with the gravity of allegations proved against her.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2020

का.आ. 149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 3/1998) को प्रकाशित करती है जो केन्द्रीय सरकार को 31.01.2020 को प्राप्त हुआ था।

[सं. एल-12012/225/1997-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 31st January, 2020

S.O. 149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/1998) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 31/01/2020.

[No. L-12012/225/1997-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/3/1998

Present: P. K. Srivastava, H.J.S..(Retd)

The Bank of India Staff Union (MP)
C/o Jabalpur Branch
Ashirwad market,
Jabalpur-482001

...Workman

Versus

The Bank of India
Regional Manager, Bank of India,
R.O. Govind Kunj Colony,
Napier Town,
Near Russel Chowk
Jabalpur-482001

...Management

AWARD

(Passed on this 9th day of JANUARY-2020)

1. As per letter dated 5-1-1998 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/225/97/IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India, Jabalpur in dismissing the services of Shri Prakash J. Meshram, staff Daftari, Bilaspur Branch by an order dated 22.3.1996 is legal and justified? If not, to what relief the said workman is entitled ? .”

After registering the case on the basis of reference, notices were sent to the parties.

2. The case of the workman as stated in his statement of claim is that he was charge-sheeted on 10-12-1993 wherein following charges were leveled against him :-

1. **Theft of two blank pay slips on 7-2-1991.**
2. **Forging signature of Shri K. K. Rahaon the pay-slips and writing the name of Jay Bharat Cycle Stores, Bilaspur and Rohra Cycle Stores, Bilaspur.**
3. **The Workman received through Ashok Kumar Sahu articles on the basis of pay slips from M/s Jay Bharat Cycle Stores, Bilaspur by delivering him pay slips of Rs.12000/- forged by him.**
4. **The workman received articles from M/s Rohra Cycle Stores, Bilaspur through Shri A. K. Sahu who delivered Rs. 12000/- on payslips forged by him.**

3. According to the workman charge No.3 and 4 were not found proved in inquiry and Charge No. 1 and 2 were held proved by the Inquiry Officer in inquiry. The case of the workman is that the inquiry was not conducted properly in the light of settled legal principles because the workman was not granted sufficient opportunity to cross-examine the hand writing expert produced by Department during the inquiry. The necessary documents namely viz. complaint dated 21-2-1991 verifying the card and withdrawal forms and pay slips as well as copy of ledger required and other documents mentioned in para-3 of the statement of claim. Also that on the ground that the Inquiry Officer was biased against the workman. He discriminated in giving time for cross-examination of hand writing expert of workman by the Management whereas no sufficient time was granted to workman to cross-examine the hand writing expert of Management. The inquiry Officer illegally relied on the statement of hand writing expert of Management and discarded the evidence of hand writing expert of workman without sufficient reasons and without assigning any reason, hence committed illegality. Hence the charges were held wrongly proved by the Inquiry Officer. The Disciplinary Authority wrongly accepted such an Inquiry Report and passed dis-propionate punishment of dismissal from service inspite of the fact that there was no previous complaint and the workman had rendered about 22 years of satisfactory service to the Management. Accordingly the workman prayed for setting aside his dismissal and his reinstatement with all back wages and benefits.

4. According to the Management, the inquiry was conducted legally and properly. The charges were proved on the basis of evidence. No discrimination in granting time in cross-examination was done by the Inquiry Officer. The inquiry report is not based only on the statement of handwriting expert, and the

punishment is not dis-proportionate to the charge because it was major misconduct warranting maximum sentence.

5. Vide order dated 8-1-1989 the inquiry proceedings were held legal and proper by my learned Predecessor. After hearing final arguments, the award was passed by my learned Predecessor on 10-4-2001 which was published. According to the Award the action of Management in dismissing the petition was held justified and the workman was held not entitled to any relief.

6. The workman did prefer W.P.No.722/2002 before Hon'ble High Court of Chhattisgarh which was decided by Hon'ble High Court vide Judgment dated 14-3-2018. Hon'ble High Court set aside the Award passed by my learned Predecessor with the following observation mentioned in para-13 and 14 of the Judgment, which is as follows:-

Para-13:-Thus, on the basis of principle of law flowing from above stated judgments, it is quite clear that the Industrial Tribunal has failed to follow the appropriate procedure in dealing with the reference. After having held that the domestic enquiry against the petitioner is just and proper, the Tribunal could have independently assessed material available on record to come to an independent conclusion that the finding of misconduct found by the Enquiry Officer is proper and thereafter, could have considered the issue of quantum of punishment and other ancillary issues, which the Tribunal has failed to observe.

Para-14:- As a fallout and consequence of the aforesaid discussion the writ petition is allowed and the impugned award is hereby set aside. The matter is remitted back to the said Tribunal for following the correct procedure and passing fresh order after hearing the parties in accordance with law within six months from the date of receipt of a copy of this order. No order as to cost(s).

7. After receipt of order of Hon'ble High Court, the notices were issued to parties. Parties were given opportunity to lead evidence on remaining points/issues which are as follows:-

1. **Whether the charges are proved?**
2. **Whether the punishment given is proportionate to the charge?**
3. **Relief to which the workman is entitled to ?**

8. ISSUE NO. 1:-

The workman side examined the workman on remaining issues. The management did not produce any witnesses. I have heard arguments of learned counsel of workman Shri Arun Patel and Mr. A. K. Shashi, Advocate, learned Counsel for Management. I have gone through the records as well.

9. Charges against the workman have been detailed earlier which were leveled against the workman during the inquiry. The inquiry report reveals that charge No.1 which is that the workman committed theft of two pay slips and Charge No.2 that the workman committed forgery in these two pay slips in favour of Rohra Cycle Stores and Jay Bharat Cycle Stores was held partially proved. The inquiry reports itself reveals that the Inquiry Officer found that there was no direct evidence against the workman with respect to Charge No.1 and Charge No.2 but according to the Inquiry Officer, the workman was Daftari in the Branch and he was in possession of the documents of the bank including the pay-slips. These two pay-slips were mis-used for misappropriation, hence on the basis of pre-ponderance of probability, the Charge No.1 was found partially proved against the workman. Similarly Charge No.2 regarding forging of pay-slips was also held partially proved by the Inquiry Officer. The inquiry report further reveals that the Inquiry Officer evaluated the evidence of hand writing experts which were contradictory to each other in their opinion. The Inquiry Officer discarded the opinion of hand writing expert produced by the workman on the ground that the finding of the expert that the alleged writing in two pay-slips was of another employee Khubuk RamSonwani on the ground that Khubuk

Ram Sonwaniwasa sub-staff of Bilaspur Branch who was dismissed from services on the charge of forgery and also on the ground of deficiencies brought in the cross-examination of hand writing expert produced by the workman. The Inquiry Officer does not mention about the deficiency which led him to dis-believe the statement of hand writing expert examined by the workman. It seems that due to this only the Inquiry Officer concluded the charge partially proved though he never explains anywhere in his Inquiry Report as to what he means by holding the charge being partially proved.

10. Hence on the basis of the above discussion, there may be some ground to believe that since the workman was in possession of the pay-slips which were found to be mis-appropriated hence Charge No.1 can be held proved against him to the extent that he allowed these two pay-slips to escape from his custody/possession to be mis-used for fraudulent payments but as regards the finding of the Inquiry Officer regarding Charge No.2 partially proved, I do not subscribe to his view on the basis of evidence collected during the inquiry, I hold that finding of Inquiry Officer of Charge No.2 is only without basis and Charge No.2 is also held not proved.

Accordingly Issue No.1 is answered.

11. ISSUE NO. 2 & 3:-

The charge No.1 which has been held proved is a gross misconduct within the purview of para-19.5(J) as per first Bi-Partite Settlement dated 19-10-1969. Hence this charge attracts major punishment of dismissal also. The point further arises that when there is nothing on record to show that the workman had committed any type of misconduct in his service career earlier to this episode coupled with the fact that the proof of charge is not based on direct evidence, punishment of dismissal appears to be shockingly dis-appropriate for a workman who has rendered about 24 years of satisfactory service to his masters. Accordingly, holding the punishment shockingly dis-appropriate, I am of the considered view that punishment of compulsory retirement of the workman would have served justice in the given circumstances. **Issue No.2 and 3 is answered accordingly.**

12. On the basis of the above discussion, following award is passed:-

- A. The action of the management of Bank of India, Jabalpur in dismissing the services of Shri Prakash J. Meshram, staff Daftari, Bilaspur Branch by an order dated 22.3.1996 is held not legal and justified.**
- B. Setting aside the dismissal, the workman is held liable to be compulsorily retired from the date of his order of his alleged dismissal. He shall accordingly be entitled to all the benefits available to an employee on his compulsory retirement.**

P. K. SRIVASTAVA, Presiding Officer

DATE: 9.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 150.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 10/2017, 11/2017, 12/2017 & 13/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/85/2016-आईआर (सीएम-2),
सं. एल-22012/77/2016-आईआर (सीएम-2),
सं. एल-22012/69/2016-आईआर (सीएम-2),
सं. एल-22012/76/2016-आईआर (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2020

S.O. 150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2017, 11/2017, 12/2017 & 13/2017) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the Management of M/s. Singareni Collieries Company Ltd., and their workmen, received by the Central Government on 30.01.2020.

[No. L-22012/85 /2016-IR (CM-II),
No. L-22012/77/2016-IR (CM-II),
No. L-22012/ 69/2016-IR (CM-II),
No. L-22012/76/2016-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/10-2017-; NO. CGIT/LC/R/11/2017-;
NO. CGIT/LC/R/12/2017; NO. CGIT/LC/R/13-2017

Present: P. K. Srivastava, H.J.S..(Retd)

The President
Coal India Pensioners Association,
Branch Bishrampur Area,
Qtr. No. IB-32, Bishrampur
District Surajpur (CG)-497226

Versus

...Workman

The General Manager
SECL, Bishrampur Colliery
District- Surajpur (CG)-497226

...Management

NO. CGIT/LC/R/11/2017

The President
Coal India Pensioners Association,
Branch Bishrampur Area,
Qtr. No. IB-32, Bishrampur
District Surajpur (CG)-497226

Versus

...Workman

The General Manager
SECL Brishrampur Area,
PO-Bishrampur Colliery
District Surajpur (CG)-49722

...Management

NO. CGIT/LC/R/12/2017

The President,
Coal India Pensioners Association,
Branch Bishrampur Area,
Arr. No. IB-32, Bishrampur
District Surajpur (CG)-497226

Versus

...Workman

The General Manager
SECL, Bishrampur Area,
PIO-Bishrampur Colliery
District-Surajpur (CG)-497226

...Management

NO. CGIT/LC/R/13-2017

The President
Coal India Pensioners Association
Branch Bishrampur Area,
Qtr. No. IB-32, Bishrampur
District Surajpur (CG)-497226

...Workman

Versus

The General Manager
SECL, Bishrampur Area,
PO-Bishrampur Colliery
District Surajpur (CG)

...Management

AWARD

(Passed on this 15th day of JANUARY-2020)

1. As per letter dated 3-2-2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/85/2016-IR(CM-II). The dispute under reference (NO. CGIT/LC/R/10-2017) relates to:

“Whether the action on part of General Manager, Bishrampur Area SECL in withholding the terminal benefits viz. wage arrears, arrears of gratuity and settlement allowance as per eligibility after retirement on ground of alleged company quarter retention by Shri Mathura Prasad Gupta, Ex-Office Superintendent is justified, if not, what relief the workman is entitled to? .”

2. As per letter dated 3-2-2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/77/2016(IR(CM-II). The dispute under reference(NO. CGIT/LC/R/11/2017) relates to:

“Whether the action of the General Manager of Bishrampur Area of SECL in withholding the terminal benefits viz. leave encashment, settling allowance and PLRs amount unpaid as per eligibility after retirement on ground of alleged quarter retention in respect of Shri Ram Lakhan Gupta, Ex-Clerk Grade-II is qualified. If not what relief the workman is entitled to? .”

3. As per letter dated 3-2-2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/69/2016-(IR(CM-II) The dispute under reference(NO. CGIT/LC/R/12/2017) relates to:

“Whether the action on part of General Manager, Bishrampur Area of SECL in withholding the terminal benefits viz. Yearly Bonus, Transport Allowance, earned leave encashment , Settlement Allowance and PLRS as per eligibility after retirement on ground of alleged company quarter retention by Smt. K Henry Ex.Matron is justified. If not, what relief the workman is entitled to?”

4. As per letter dated 3-2-2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/76/2016-IR(CM-II). The dispute under reference (NO. CGIT/LC/R/13-2017) relates to:

“Whether the action on part of General Manager, Bishrampur Area of SECL in withholding the terminal benefits viz. leave encashment and NCWA-IX arrears as per eligibility after retirement on ground of alleged company quarter retention by Shri Mukhwant Singh, Ex-Dragline Operator, is justified, if not, what relief the workman is entitled to ?”

5. After registering separate cases on the basis of these reference, notices were issued to parties. The workman did not appear in any of these cases, inspite of service of notice to them by speed post.

6. The management filed their statement of defence. The common facts are that the workman were allotted different accommodations during their employment with the Management. They superannuated but even then they did not vacate the accommodation allotted to them after expiry of date of superannuation and extended it above the period admissible to them as per rules of service. They were paid their dues but some of their dues namely leave encashment, settle-in allowance on vacation of company quarter and arrears due to revision in basic have been withheld to be paid to them after they produce a no dues certificate obtained by the Management. Since they withheld the accommodation allotted to them while in service and did not vacate even after superannuation they are liable to pay penal rent and eviction for which proceedings have been initiated against the workman before the Competent Authority and eviction order have also been passed. Accordingly, according to the Management since the penal rent is to be recovered from workman, their dues have been withheld for settlement and Management is ready to pay the dues after settlement of penal rent and handing over of vacant possession of the allotted house by the workman.

7. No evidence has been filed by any of the workman in any of the cases, whereas the Management has filed affidavit of its witnesses in support of its statement of defence and has corroborated its pleadings. These affidavits are un-cross-examined as none of the workman was ever present to cross-examine the witness.

8. At the time of arguments also no one appeared for workman. Shri A. K. Shashi, learned counsel for Management appeared and his arguments were heard and records have been perused by me.

9. **Since the facts are mainly the same and evidence is also mainly one and same a common order is being passed in these cases, after consolidating the cases.**

10. **The reference is the point of determination in this case in hand.**

11. The burden to prove their claims lies on the workman which they have failed to discharge. On the other hand the Management has been successful in proving its case as stated in its written statement of defence which need not be repeated here.

12. On the basis of the above discussions, the following common award is passed in the above stated references:-

- A. **Accordingly, keeping in view such nature of evidence, the action of Management in withholding dues of workman as mentioned in the reference is held justified in law and fact.**
- B. **The workman are held entitled to no claim.**
- C. **The above references are answered accordingly. A copy of the award be kept in their respective files.**

P. K. SRIVASTAVA, Presiding Officer

DATE:15.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू. सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 24/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/93/2014-आईआर (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2020

S.O. 151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 30.01.2020.

[No. L-22012/93/2014-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/24/2015

Present: P. K. Srivastava, H J.S..(Retd).

Shri Nathu Prasad
S/o Madhu
Ex. Electrical Fitter, Umaraia Fadali
P. O. Jumkunda, Tehsil Junnardev
Chhindwara (M.P.)

...Workman

Versus

The General Manager, Kanhan Area,
M/s. Western Coalfields Ltd.
P. O. Dungaria, Tehsil Junnardeo
Chhindwara (M.P.)

...Management

AWARD**(Passed on this 16th day of JANUARY-2020)**

1. As per letter dated 27-2-2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/93-2014-IR(CM-II). The dispute under reference relates to:

“Kya Mukhya Prabhandak. Western Coalfields Limited Kanhan Area, District Chhindhwara dwara avedak Shri Nathu Prasad, S/o Madhu, Ex.Electrical Fitter, Ambada Colliery ko unke seva mein bhartu ke smay prathamik record form-B mein darj date of birth 16-4-1957 ko kaat kar 1-7-1954 karna va sanshodhit date of birth dated (1-7-1952) ke adhar par sevanevrat kiya jana nyaysangat hai? Yadi nahi to karmkar kya anutosh paane ke aadhikari hain.? .”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The case of the workman as stated in his statement of claim is that the workman was first appointed in General Mazdoor Category-1 on 1-12-1975 in Ambada Colliery of Management. His age was mentioned in Form-B old record as 21 years on the date of his employment. In new form-B prepared in the light of NCW A-2(1.1.1979 to 31.12.1982 under I.I.No.37) Letter No.JBCCI/IR/94/IMP/1173 dated 5-2-1981 as 16-4-1957. He was informed of overwriting in his date of birth column in new Form-B by Mines Management Ambada Colliery on 25-1-1988 is original date of birth which is 16-4-1957 mentioned in the Form-B was converted into 1-7-1954 by way of over writing without any Authority which was unjustified in fact and law. He made a representation for correcting the mistake on 12-9-1989 with a copy of his school leaving certificate showing his date of birth as 16-4-1957. He further made several representations in this respect but Management did not act on representations and without correcting his date of birth restoring to his original date of birth. He was superannuated on the basis of in correct date of birth which is 1-7-1954 entered by way of over writing in service record which is against law. He raised a dispute with the Regional Labour Commissioner after failure of conciliation the reference was sent to this Court for adjudication. The workman has prayed for setting aside his superannuation and further granting service benefits and wages deemed as per original date of birth i.e. 16-4-1957.

4. According to the Management, the workman was first appointed as a Genenal Mazdoor on 1-12-1975. He declared his age as 21 years at the time of his appointment which was referred in old Form-B, maintained by Management as service record. His date of birth 1-7-1954 was recorded in that form. The workman has specifically signed the said record after verifying the entries in the register, thereafter another Form-B was prepared wherein his date of birth was recorded as 1-7-1954. The workman was further required to submit particulars of his family in nomination form as PS-3 and PS-4 respectively. He certified his date of birth as 1-7-1954 in this form. The employees were further directed in 1987 to furnish particulars of their family for verification of record. The workman declared his date of birth as 1-7-1954 while submitting the service excerpts. The Management further pleaded that the workman never objected about his age recorded in service book. He started representing in this respect at the fag-end of his career which could not be permitted in law. According to the Management, the workman never produced mark-sheet at the time of appointment. Had he produced the mark sheet, he would not have signed all the documents in which his date of birth was recorded as 1-7-1954 or 21 years as on 1-12-1975. The workman has produced a wrong mark sheet at the fag end of his career is not permissible under law. Further the case of Management is that I.I.No.76 will not apply in this case as there is no variation regarding entry of date in the service record. The Management also denied receipt of any earlier representations by the workman for correction of date of birth. The job was meant for illiterate persons. The workman intentionally suppressed the information regarding his education at the time of getting employment and now producing it which is against law and he cannot be given benefit in this respect. Accordingly, the Management has prayed that the reference to be answered against the workman.

5. The workman has filed and proved documents mark-sheet of Class-8th, School Leaving Certificate dated 1-8-1975, representation dated 1-7-2010, 13-10-2011, 4-9-2013, Old Form-B, New Form-B, copy of NCWA-2, copy of letter of Management informing his service details dated nil, Form PS-3 and form PS-4, letter dated 20-6-2014 issued by the Management as Exhibits W-1 to W-14.

6. The Management has filed old and new Form-B, form PS-3 and Form PS-4, service excerpts and copy of I.I.No.76.

7. The documents filed by Management and Workman except the rules are the same.

8. The workman has further examined himself on oath. He has been cross-examined by learned counsel for Management.

9. The Management has examined its witness Shri Arun Kumar Sharma who has been cross-examined by learned Counsel for the workman.

10. I have heard arguments of Shri R.K.Soni, learned Counsel for workman and Shri A. K. Shashi, learned Counsel for the Management and have gone through the records.

11. The perusal of records in the light of rival arguments makes out following issues for determination:-

1. **Whether there was a change of date of birth from 16-4-1957 to 1-7-1954 without any authority of law?**
2. **Subject to the finding on Issue No.1, whether superannuation of the workman on the basis of his changed date of birth is justified in law and fact?**
3. **Subject to finding on Issue No.1 and Issue No.2, whether the workman is entitled to any relief?**

12. ISSUE NO. 1:-

The respective claims of both the sides have been detailed earlier on this point. The first document in this respect is admittedly Form-B which is Exhibit W-6 on which both the sides rely. According to the case of the Management and statement of its witnesses, the date of birth of the workman was recorded in Form No.-B as 1-7-1954. This pleading is factually incorrect and is not proved in the light of old Form No.B which goes to show that date of birth of none of the workman is mentioned in the old Form No.B whereas only date of entry in service and age at the time of entry is mentioned. The date of the entry of present workman is mentioned as 1-12-1975 and his age is 21 years at the time of entry in service as mentioned. This old Form-B does not contain the date of birth of any workman.

13. There is nothing on record to show the basis of recording the age of workman, hence it may be that it was the approximate age either disclosed by the workman or noted by the persons making entries on the basis of his own experience keeping in view the physical character of the workman. The second document submitted is new Form-B which is service record Exhibit W-7 of which both the parties rely. There is no overwriting in this form in the column of date of birth. It is also mentioned that there is one over writing which has been signed on 25-1-1988. The date of birth 1-7-1954 has been written by way of overwriting in this column. Age 28 years is mentioned if it is taken that this overwriting was done on 25-1-1988 as the endorsement and signature discloses, the age of the workman could not be 28 years as on 25-1-1988, If date of birth is taken as 1-7-1954 as written by over writing in this form. The next document is Form PS-3 and PS-4 relied upon by both the sides these are Exhibit W-10 and W-11. There is overwriting in the date of birth of the workman in these two forms also which can be noticed by naked eye. It can be seen that the original date of birth was 16-4-1957 which was made 1-7-1954 by way of overwriting in these two documents also. Thus this fact that there is change in the date of birth of workman is established from his service record referred to above.

14. Now the question arises under whose Authority or orders these date of birth were changed by way of over writing. The Management could not produce any such order of any Authority issuing directions for change in date of birth. The change of date of birth implies review regarding it. The procedure of review of date of birth as mentioned in I.I.No./76 with a copy of relevant provisions is being reproduced as follows:-

(B) Review determination of date of birth in respect of existing employees.

(i)(a) In the case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognized Universities or Board or Middle Pass Certificate issued by the Board of Education and /or Department of Public Instruction and admit cards issued by the aforesaid Bodies should be treated as correct provided they were issued by the said Universities/Boards/Institutions prior to the date of employment.

(i)(b).....

15. Since there is a change in date of birth in service record of the workman established from evidence which will be deemed review regarding date of birth. The arguments of learned counsel for Management that directions in I.I.No.76 will not be applicable has no leg to stand. Since the procedure above mentioned in I.I.No.76 has not been followed in the case of present workman, hence change in his date of birth cannot be said to be justified in law and fact and is held against law. **Issue No.1 is answered accordingly.**

16. ISSUE NO. 2:-

On the basis, in the light of finding on Issue No.1, the superannuation of the workman Nathu Prasad on the basis of his changed date of birth regarding 1-7-1954 is held unjustified in law. **Issue No.2 is answered accordingly.**

17. ISSUE NO.3:-

In the light of the finding recorded earlier that the change of date of birth of the workman in his service record was established to be against law and hence his superannuation on the basis of his changed date of birth is also against law. Now the question arises as to what relief the workman is entitled to? Learned counsel for the Management has referred to case **G.M.Bharat Cooking Coal Ltd., Vs. Shib Kumar Dushad & Ors.(2000)8 SCC 696**, wherein it has been held by Hon'ble Apex Court that where question regarding correctness of date of birth as entered in service record raised by employee long after his joining the service and was decided by Competent Authority following the procedure in absence of any arithmetical or typographical error apparent on the face of the record, the decision of employer cannot be interfered by Hon'ble High Court under Article 226 of the Constitution of India.

18. In another Case **Union of India Vs. Harnam Singh(1993)2 SCC162**, it was held by Hon'ble Apex Court that when the time prescribed seeking alteration in fundamental rules was five years and alteration in date of birth was sought after 35 years and no objection was raised in this period, the relief could not be granted to the petitioner. In another case of **State of U.P. and Another Vs. Shiv Narain Upadhyaya(2005)6 SCC 49** it has been held that the date of birth as recorded in service book should be decisive and correction can be sought only in accordance with procedure within a reasonable time in absence of any rule or order.

Para-9 of this order is being re-produced as follows:-

- “9. An application for correction of the date of birth should not be dealt with by the Courts. Tribunal or the High Court keeping in view only the Public Servant concerned. It need not be pointed out that any such direction for correction of the date of birth of the public servant concerned has a chain reaction, in as much as others waiting for years, below him for their respective promotions are affected in this process. Some are likely to suffer irreparable injury as much as because of the correctness of the date of birth, the officer concerned continues in office, in some cases for years, within which time many officers who are below him in seniority waiting for their promotion, may lose the promotion for ever. Cases are not unknown when a person accepts appointment keeping in view the date of retirement of his immediate senior. This certainly an important and relevant aspect, which cannot be lost sight of by the Court or the Tribunal while examining the grievances of a public servant in respect of correction of his date of birth. As such, unless a clear case on the basis of clinching materials which can be held to be conclusive in nature is made out by the respondent and that too within a reasonable time as provided in the rules governing the service, the Court or the Tribunal should not issue a direction or make a declaration on the basis of materials which make such claim only plausible. Before any such direction is issued or declaration made, the court or the Tribunal must be fully satisfied that there has been real injustice to the person concerned and his claim for correction of date of birth has been made in accordance with the procedure prescribed and within the time fixed by any rule order. If no rule or order has been framed or made, prescribing the period within which such application has be filed, then such application must be within at least a reasonable time. The applicant has to produce the evidence in support of such claim, which may amount to irrefutable proof relating to his date of birth. Whenever any such question arises, the onus is on the applicant, to prove about the wrong recording of his date of birth in his service book. In many cases it is part of the strategy on the part of such public servants to approach the Court or the Tribunal on the eve of their retirement, questioning the correctness of the entries in respect of their date of birth in the service book. By this process, it has come to the notice of this Court that in many cases, even if ultimately their applications are dismissed, by virtue of interim orders, they continue for months, after the date of superannuation. The Court or the Tribunal must, therefore, be slow in granting an interim relief or continuation in service, unless prima facie evidence of unimpeachable character is produced because if the public servant succeeds, he can always be compensated, but if he fails, he would have enjoyed undeserved benefit of extended service and thereby caused injustice to his immediate Junior.”

19. Learned Counsel for Management has further referred to **Eastern Coal Fields Ltd. and Others Vs. Bajrangi Rabidas Civil Appeal No. 8634-2013 decided by Hon'ble Apex Court on 23-9-2013** wherein the workman permitted his date of birth to be mentioned, took benefit of it to secure employment and later on agitated against it as his claim was not accepted and he was held to be estopped from doing so.

20. The facts of the case referred by learned counsel for Management as above can be easily distinguished from the facts of the case in hand in the referred case, the first mentioned date of birth was claimed to be incorrect and a correct date of birth was sought to be incorporated in service record by the employees, whereas the case in hand, there is unauthorized change of date of birth by Management in service record without any order or inquiry hence, the case laws referred by learned counsel for Management does not help me in this case

21. From the above discussion and finding it is established that the workman was wrongly superannuated by Management on the basis of change in his date of birth by Management which was without authority. Keeping in view that even taking his original date of birth to be 16-4-1957 also he would have superannuated earlier, hence there is no question of his reinstatement though his superannuation is certainly without basis of law. In such circumstances, he is held entitled to all the service benefits and wages till date of his superannuation on the basis of his date of birth i.e. 16-4-1957 treating him to be in continuous service of Management till that date. **Issue No.3 is answered accordingly.**

22. On the basis of the above discussion, following award is passed:-

- A. **The action of the management Western Coalfields Limited Kanhan Area, District Chhindhwara in superannuating the workman Nathu Prasad on the basis of his changed date of birth is held illegal and unjustified in fact and law.**
- B. **The workman is held entitled to all service benefits and back wages treating him to be in continuous service of Management till the date of his superannuation on the basis of his original date of birth i.e. 16-4-1957 as mentioned in his service record.**

P. K. SRIVASTAVA, Presiding Officer

DATE: 16.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 30/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/174/2011-आईआर (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2020

S.O. 152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 30.01.2020.

[No. L-22012/174/2011-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R-30-2012

Present: P. K. Srivastava, H.J.S.(Retd)

Shri Bharat Singh,
 General Secretary
 Sanuket Colya Mazdoor Sang (ATAC)
 EKKLHAR
 Chhindwara (M.P.)

...Workman

Versus

The Chief Manager
 WCL Pench Area-Praceya ,
 District Chhindwara (M.P.)

...Management

AWARD

(Passed on this 10th day of JANUARY-2020)

As per letter dated 1-2-2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/174/2011-IR(CM-II). The dispute under reference relates to:

“Kya Mahaprabhandak dwara Swargeya Peerchand ke aashrit putra Shri Shivshankar ko samast dastawej janch karne ke uprant bhi rojgar pradan nahi kiya jana nyayuchhit hai? Yadi nahi to Shri Shivshankar kya anutosh paane ke adhikari hain? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. In the statement of claim filed by the Union on behalf of the applicant/workman, the applicant is dependent son of late Peerchand, Tub Loader , Token No.628 working in Thisgora Mines who died in service of Management on 6-8-2002. According to the NCWA between the parties, one dependent heir of the workman deceased during employment will be given employment on compassionate basis. According to the claim, the applicant filed an application for compassionate appointment as dependent son of deceased employee. He received a reply of Management on 25-2-2009 wherein he was required to give some explanation regarding discrepancy in his name. The applicant filed a reply dated 12-3-2009 to Management stating that Shivshankar and Shivkumar, both are his two names. The Management got this fact verified by Superintendent of Police Chhindwara(M.P.) who verified the fact and informed the Management that on inquiry by police, it was found that Shivshankar and Shivkumar are one and same person who is son of Peerchand, Son of Teeje, Resident of Bhatti Mohalla Persia, Tehsil and Thana, District Chhindwara. In spite of this clarification the Management has wrongfully withheld the appointment of the applicant which is refusal of appointment on compassionate basis to which the workman is entitled .
3. Accordingly, the workman has prayed that management be directed to appoint him on compassionate basis as the dependent son of late Shri Peerchand who died during the employment of Management.
4. According to the management, since , there is discrepancy in the name of the applicant as his name Shivshankar is not available in records of Management but there is name of Shivkumar, hence due this discrepancy, compassionate appointment could not be given. Also that workman did not submit any orders of Competent Authority stating that Shivshankar and Shivkumar are one and the same person.
5. The workman Union filed documentary evidence , photocopy letter dated 25 & 27th February, 2009 sent by Management on discrepancy relating names, reply of applicant dated 12-3-2009, application of Mines Sup-erintendent sent to Superintendent of Police, Chhindwara on 1-1-2010 regarding verification whether Shivshankar and Shiv Kumar are two names of one and the same person, who is son of Peerchand addressed mentioned in the letter, photocopy of registry, photocopy of death certificate of Peerchand, photocopy of guidelines of NCWA, photocopy of LTC form submitted by deceased workman while he was in service

mentioning the name of his son as Shivkumar, photocopy letter dated 6-7-2004 and 13-8-2004 stating that there is discrepancy in the name of the applicant in service record P.S-3 and LTC form. There is mention of Shivshankar in P.S-3 whereas Shivkumar in LTC form which requires to be explained. The application of widow of deceased workman states that Shivshankar and Shivkumar are two names of his son proved and marked as Exhibit W-1 to W-10 respectively.

6. Management has filed photocopy of death certificate, photocopy of LTC form mentioned earlier and photocopy of letter dated 6-7-2004 and 13-8-2004 marked as Exhibit M-1 to M-4 respectively.

7. The applicant/union further examined applicant Shivshankar and Shivkumar on oath who was cross examined by Management. The Management also examined Hirkok Sarkar, Senior Manager on oath who was cross-examined.

8. I have heard arguments of Union representative Shri Mahendra Chatterjee and learned counsel for Management Shri A. K. Shashi. I have perused the record as well.

9. **Reference is the points of determination in the case in hand.**

10. Applicant Shivkumar has corroborated his claim as mentioned above and has stated that inspite of the established fact that he has two names Shivshankar and Shivkumar, he has been refused compassionate appointment on this ground only. In his cross-examination, he has stated that he has one elder brother, one younger brother and three sisters. His elder brother is a driver and his younger brother is a student and he himself works as a labour. He cannot explain as to why in PS form his father mentioned his name as Shivshankar and Shivkumar in LTC form because he was a minor at that time.

11. On the other hand Management witness has stated on oath that due to discrepancy in names, compassionate appointment could not be provided. The Management witness admits that he has been member of the committee for verification of name. The committee has got verification from police according to which Shivshankar and Shivkumar are one and the same person and these two names are of the one same person has been established.

12. From the discrepancy to above evidence in the form of statement of oath and documents referred, it is established that Shivshankar and Shivkumar are two names of one and the same person who is the dependent son of late Peerchand, who died in employment of Management.

13. This is also not disputed that NCWA provides compassionate appointment to one dependent of workman deceased during employment, hence the applicant being dependent son of deceased workman has a rightful claim of compassionate appointment. The only ground for refusal of claim by Management is the discrepancies in the name of applicant which is settled, hence in the light of this fact that since it is settled that Shivshankar and Shivkumar are two names of one and the same person i.e. they are two names of the applicant, refusal of appointment on compassionate ground is nothing but unjustified in fact and law.

14. It came out during arguments that affidavit/no objection for the employment to the proposed applicant/dependent son, from other adult dependent members of the family of workman has not been filed though it has been rebutted by workman side that even if it is not available with the management, the workman may file it and thereafter Management may issue offer of compassionate appointment to the applicant to which he is entitled.

15. On the basis of the above discussion, following award is passed:-

A. The action of the management in not providing compassionate appointment to the applicant (dependent son of deceased workman) is unjustified in law and fact.

- B. The workman/applicant is held entitled to compassionate appointment on filing of no-objection/affidavits by other adult dependent members of the family of the deceased.**

P. K. SRIVASTAVA, Presiding Officer

DATE: 10.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 40/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/13/2014-आईआर (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2020

S.O. 153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. W.C.L and their workmen, received by the Central Government on 30.01.2020.

[No. L-22012/13/2014-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/40/2015

Present: P. K. Srivastava, H.J.S..(Retd)

The Zonal Mahamantri
Coal Mines Engineering Workers Association,
Ward No.10, Gudi, PO Palachaurai,
District Chhindwara (MP)

...Workman

Versus

The Chief General Manager,
Western Coalfields Limited, Kanhan Area
Dungaria P.O Dungaria,
District Chhindwara (MP)

...Management

AWARD

(Passed on this 3rd day of JANUARY-2020)

1. As per letter dated 11/5/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/13/2014/IR(CM-II))The dispute under reference relates to:

“Kya Mukhya Prabhandak Western Coal Fields Ltd., Kanhan Area, Dungariya, Tehsel Junnaerdev, Districtr Chinddhwars(MP) dwara sevanevrat karmachari Shri Harishankar, S/o later Shri Bhawani, Purv Electrric Foreman, Ambada Colliery Kanhan Area, Dungariya, Post Dungariya, Tehsil Junnardev, District Chhindwara (MP) jo ke dated 1-7-2011 ko sevanevrat hue ke ashrit putra Shri Vijay Matoliya ko NCWA (Rashtriya Coal Vetan Samjhota_ dwitya ke dhara 10-4-4 evan NCWA(Rashtriya Coal Vetran Samjhota)Tritya ke Dhara 9.4.4 ke aadhar par rozgar na diya jana nyaya sangat hai? Yadi nahi to purv kamgar kya anutosh paane ka adhikari hai” .”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. According to the workman side represented by workman union, the workman Harishankar retired on June-30-2011 after completing 35 years in service of Management Company. He applied for compassionate appointment of his dependent son on October-25-2010 and filed a second application in this respect on July-2-2011 in the light of NCWA-2 para 10.4.4 and NCWA-3 Para 9.4.4. but his prayer was not granted by the Management. The Union raised a dispute in this respect before the Labour commissioner after failure of conciliation, the appropriate Government made a reference to this Court for adjudication. The workman union prayed for implementation of Rule 10.4.4 of NCWA-3 and corresponding Rule 9.4.4 of NCWA-3 providing appointment to dependent son of retired employee who has completed 35 years of satisfactory service with the Management.

4. The case of the Management in their statement of defence is that the service condition of Coal Mines are governed by NCWA-2 being executed from time to time. NCWA-2 came in force from January-1-1979 to December-31-1982 and NCWA-3 was in force from January-1-1983 to December-31-1986. According to the Management when the workman retired in the year 2011 NCWA-8 was in force from July-1-2006 to July-3-2011. It is not disputed by Management that the workman retired after completing 35 years of satisfactory service. According to the Management the provision of appointment of compassionate appointment to dependent son of a retired employee was done away in NCWA-4 and since then it is not in force. The case of Management is further that since on the date of retirement of the workman NCWA-8 was in force which do not provide for such an appointment, hence the claim of the workman in this respect is rightfully rejected. Accordingly the Management has prayed that the reference be answered against the workman.

5. The workman has filed photocopy of documents/applications dated December-31-2010, October-25-2010 and July-2-2011 filed by the workman which are Exhibit W-1, W-8 and W-9 respectively. The workman further filed photocopy of Form P.S-3 and P.S-4, regarding family details of the workman admitted by Management marked as Exhibit W-2 and W-3. The workman also filed internal communications. The photocopy of representative or workman union dated September-24-2012, August-7-2013, January-7-2014, admitted by Management is marked as Exhibit W-4, W-10, W-11 and W-12 respectively. The workman also filed copy of application regarding RTI and information issued there under, admitted by Management, marked As Exhibit W-6 and W-7.

6. The Management filed photocopy of NCWA-1 to NCWA-9, letter issued by Management regarding superannuation of workman.

7. The workman union represented by Nasruddin Siddiqui has examined himself on oath and was cross-examined. The Management did not examine any witness.

8. At the stage of argument no one appeared from the side of the workman, hence arguments of learned counsel for Management Shri A. K. Shashi were heard. I have also perused the record.

9. On perusal of record, in the light of submissions made out, following issues arise for determination:-

1. The claim of workman for appointment of his dependent son on his superannuation would be governed by which of NCWA?

10. It is not disputed that the workman superannuated on July-1-2011. He was given appointment in the year 1977 on 22nd June. It is also not disputed that NCWA-1 was in force when the appointment of the workman was done and at the time of his retirement NCWA-8 was in force which came in force since July-1-2006 to July-30-2011. This NCWA-8 does not provide for such an appointment. It only provides for compassionate appointment on death or permanent dis-ability, hence the said relief of appointment to the dependent son of the workman in the case in hand cannot be held unjustified in law and fact and accordingly the workman is held entitled to no relief/claim.

11. On the basis of the above discussion, following award is passed:-

A. The action of the management in refusing the claim of workman for appointment of his dependent son on his superannuation is held justified in law and fact.

B. The workman is held entitled to no relief.

P. K. SRIVASTAVA, Presiding Officer

Date: 3.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स डब्ल्यू.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 66/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.01.2020 को प्राप्त हुआ था।

[सं. एल-22012/28/2011-आईआर (सीएम-2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 5th February, 2020

S.O. 154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s W.C.L and their workmen, received by the Central Government on 30.01.2020.

[No. L-22012/28/2011-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/66/2011

Present: P. K. Srivastava, H.J.S..(Retd)

Shir Bharat Singh General Secretary
Sanuket Colya Mazdoor Sang (ATAC)
EKKIhar, Chhindwara (M.P.)

...Workman

Versus

The Chief General Manager
WCL Pench Area Praceya
District Chhindwara (M.P.)

...Management

AWARD

(Passed on this 10th day of JANUARY-2020)

As per letter dated 24-6-2011 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-22012/28/2011-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Western Coal fields Limited, Pench Area in not giving the SLU as Grade A and subsequent financial benefits to Shri Munshilal Rai, Operator is legal and justified? To what relief the concerned workman is entitled to ? .”

1. After registering the case on the basis of reference, notices were sent to the parties who filed their claim in defence.
2. Leading evidence , it was admitted by workman that the claim raised in the reference has been settled by Management and there is no dispute at present and it has been requested that no dispute award be passed.
3. This is reflected in the statement of Management witnesses and his cross-examination by workman hence keeping in view the fact that the dispute in reference no longer exists as it has been stated by the parties by accepting the claim of the workman by Management , there is no requirement of any award to be passed.
4. Reference is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

DATE: 10.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 66/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.02.2020 को प्राप्त हुआ था।

[सं. एल-17012/6/2013-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2013) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 04.02.2020.

[No. L-17012/6/2013-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/66/2013****Present:** P. K. Srivastava, H.J.S..(Retd)

Shri Koshlendra Kumar Pandey
National President,
Jurm Evam Atyachar Niwaran Committee,
Jeewan Prakash,
City Centre, Jeewan Bema Marg
Gwalior (M.P.)

...Workman

Versus

The Divisional Manager,
Life Insurance Corporation of India,
Divisional Office, Jeevan Prakash,
City Centre, Jeevan Bima Marg,
Gwalior (M.P.)

...Management

AWARD**(Passed on this 31st day of December, 2019)**

1. As per letter dated 22/4/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-17012/6/2013-IR(M). The dispute under reference relates to:

“Whether the demand of the Union for regularizing the services of Shri Manoj Kumar Banjare from the date of termination is legal and justified? What relief the workman is entitled to?”

2. After registering the case on the basis of reference, notices were sent to the parties.

3. The case of the workman as stated in his statement of claim is that he was first appointed as Daily Wager Peon in the Dabra Branch of the Management office in 1992. Thereafter in the year 1994, his name was sent by employment exchange on requisition by Management and he was appointed as peon. He worked till the year 2008 in this capacity. There was no complaint regarding his work, conduct and integrity. He was entitled to be regularised but was disengaged without any notice/notice compensation and without assigning any reason. It is the case of the workman that he has been in continuous employment since 1992-2008 and has worked for more than 240 days in every year preceding the date of his dis-engagement. He was not served

with any notice or compensation hence his termination is violative of Section 25(F) of the Industrial Disputes Acts, 1947. Accordingly, it has been prayed that the workman be reinstated with all back wages and consequential benefits.

4. The Case of Management is that the workman was never employed as a daily wager in the year 1992. The Management has further denied that the workman has continuously worked from the year 1992 to 2008 and that he has worked for more than 240 days in any year preceding the date of his alleged termination, thus his dis-engagement is according to law. Accordingly the Management has requested that the reference be answered against the workman.

5. In his rejoinder the workman has further rebutted his case denying the case of the Management. At the evidence stage the workman has himself examined on oath as witness. He has proved the reply given by the Management in RTI as (Exhibit W-1), copy of reply dated 18-8-2012 filed by Management when the case was at conciliation stage before Regional Labour Commissioner as (Exhibit W-2), copy of letter dated 8-3-2012 as (Exhibit W-3) and the certificates issued by the then Manager on 22-12-1994 as (Exhibit W-4). He has been cross-examined by Management.

6. The Management has examined on oath its witnesses Shri D.P. Singh, Administrative Officer. He has not proved any documents.

7. The Reference further reveals that while the order dated 9-3-2015 passed by my learned Predecessor, the Management was directed to produce the attendance register, payment vouchers of the year 1992 to 2008 which were never produced by Management in spite of his specific order. The reference further revealed that on 6-12-2016 the Management had produced some documents and learned counsel for workman was given opportunity to inspect but it could not be completed on that date. The Management was directed further to file the documents but this direction was never complied with by the Management.

8. At the stage of arguments, I have heard Shri R.K. Soni, learned counsel for workman and Shri Amitabh Bharti, learned counsel for Management. I have also perused the memorandum of argument submitted by workman which is on record. After perusal of the record in the light of the rival arguments, following issues arise for determination in this case:-

A.” Whether the termination of services of workman is justified in law?

B.” Whether the workman is entitled to any relief.?”

9. **Issue No.1:-** Before proceeding, some provisions of law are required to be mentioned here which are as follows:-

2[(oo) “retrenchment” means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;

2 [(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

Section 25-F, G, H and Rule 77,78 of the “Act” require to be referred here and are being reproduced as follows:-

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until— (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[*] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]**

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for reemployment, and such retrenched workmen] who offer themselves for reemployment shall have preference over other persons.

77. Maintenance of seniority list of workmen:-The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen:-(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter : Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior most retrenched workmen in the list referred to in rule 77 the number of such senior most workmen being double the number of such vacancies: Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen: 1[Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.] (2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule: Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

10. In the light of these provisions, the point to be determined here is firstly whether the workman has successfully proved his continuous engagement for a period of 240 days and more in the year preceding his date of dis-engagement and secondly whether there is violation of any provision of law as mentioned in his disengagement.

11. The case of both the parties has been detailed earlier in this judgment. Settled principle of law is that the burden to prove continuous engagement for a period 240 days and more in the year preceding the date of his dis-engagement lies on the workman, hence the question further arises as to how far the workman has been successful in discharging this point.

12. Perusal of the record reveals that on an application of workman, the management was directed to produce attendance register and payment vouchers for the year 1992-2008 vide order dated 9-3-2015 passed by my learned predecessor. Record further reveals that after management sought various dates, incomplete documents were produced for inspection before Court which could not be completed on that date which was 16-12-2016 and management was directed further to produce these documents on next date 10-3-2016. The management was also directed to produce the verified copies of the documents which was never complied with by the management. Since the management has not complied with an order passed by this Court, hence adverse inference will be drawn against management and it will be presumed that these documents were withheld by management only because they were supportive of case of workman. It is undisputed that these documents are maintained in the office of management and workman has no control and nor he is in possession of these documents. He cannot be expected to produce the documents which are not within his control or possession.

13. The workman has filed his affidavit as his-examination in chief wherein he has stated that he had worked with the management as a daily wager from 1992 to 2008. The efficiency Certificate were issued by respective Managers under whom he has worked. He has given details of Managers under whom he has worked in this period in para-4 of his affidavit. He further stated that in every year he continuously worked for more than 240 days, hence was entitled to be regularized but was dis-engaged without any notice or compensation. He further stated that after his dis-engagement he is dependent on others as an unemployed person, He has proved the efficiency certificates issued by different Managers showing his engagement and good conduct. These certificates have not been disputed by Management but it has been claimed by management that the Managers did not have any authority to issue these certificates. Since it is not the case of the Management that these certificates are forged and not genuine rather the management is contesting these certificates on the ground that the Officers issuing the certificates did not have authority to do so, these certificates can be read in corroboration to statement of workman on the point that he did work during the period for which these certificates were issued. The workman has further stated that he was not terminated by a written order. His name was recommended by Employment Exchange and thereafter he was given appointment as a daily wager.

14. On the other hand the Management witness, who happens to be the Administrative Officer in the Regional Office has denied the case of the workman that he was never employed in any capacity. He further states that no efficiency certificate is issued by any of the Managers regarding any of the workman and that since he was not in employment there was no question of pre-termination notice or compensation. In his cross-examination the witness admits that he was never posted in the branch where the workman was posted. He also admits in his statement that the workman was never engaged in the said branch is based on record which he has not produced before Court. He pleads ignorance on the fact whether the name of the workman was recommended by Employment Exchange or not. A comparative study of the evidence referred to above reveals that firstly the management did not produce documents inspite of court orders which leads to adverse inference against management that had these documents been produced by management, they would have supported the case of the workman. Secondly the management witness admits that his statement is on the basis of records which were not produced before Court nor were they brought before the Court. The witness further admits that he does not have any personal knowledge regarding the facts. Had the documents been produced on which the management witness relied in his statement, it would have corroborated and would have lead credence to the statement of management witness. In the light of these circumstances, the evidence of workman appears to be more reliable and probable on the point of his engagement as daily wager during 1992-2008 and on the point of continuous engagement during this period including the year preceding his disengagement. It is not disputed that no notice or compensation was given by management before dis-engaging the workman hence in the light of above discussion the dis-engagement of workman is held against law and fact. **Issue No.1 is answered accordingly.**

15. **ISSUE NO.2:-** In the light of the finding recorded in issue no.1 the workman may be held entitled to either reinstatement or damages. The point here arises is as to what relief the workman is entitled in the case in hand.

16. It has been held proved that the workman has been in continuous engagement as daily wager from 1992-2008. Since he was engaged as a daily wager he cannot be said to have been engaged against a regular vacancy hence his reinstatement may not be a relief justified in law. In this case ends of justice will be served if he is duly compensated for his wrongful retrenchment keeping in view the terms of his engagement and the relevant facts and circumstances referred above, the lump sum compensation of **Rs. 1,00,000/-(Rupees one lakh only)** will meet the ends of justice in my view instead of his reinstatement. **Issue No.2 is answered accordingly.**

17. In the result, award is passed as under:-

- A. **The action of the management in terminating the services of Shri Manoj Kumar Banjare is held ill-legal and un-justified.**
- B. **The workman is held entitled to lump sum compensation of Rs. 1,00,000/-(Rupees one lakh only) as relief.**

P. K. SRIVASTAVA, Presiding Officer

DATE: 31.12.2019

नई दिल्ली, 5 फरवरी, 2020

का.आ. 156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स अमर सिक्यूरिटी सर्विस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या 14/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.02.2020 को प्राप्त हुआ था।

[सं. एल-29011/28/2014-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2015) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Amar Security Service and their workman, which was received by the Central Government on 04.02.2020.

[No. L-29011/28/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/14/2015****Present:** P. K. Srivastava, H.J.S..(Retd)

The General Secretary
All India Central Council of Trade Unions (AICCTU)
Chhattisgarh State Committee, Mandhar,
Tekri (Nayapara), PO Mandhar Colony
District Raipur (C.G)

...Workman

Versus

The M/s. Amar Security
Behind Nandishwar Mandir
Shankar Nagar
Raipur (Chhattisgarh)

...Management

AWARD**(Passed on this 15th day of JANUARY-2020)**

1. As per letter dated 28-1-2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-29011/28/2014-IR(M). The dispute under reference relates to:

“Whether the action of M/s Amar Security Service, Contractor of CCI of Mandhar in removing Shri Nakul Sahu, Security Guard w.e.f. 2.10.2013 from services while his contract was continuing and not giving him any wages is justified? If so what relief workmen Shri Nakul Sahu is entitled to?”

- After registering the case on the basis of reference, notices were sent to the parties.
- The case of the workman as stated in his statement of claim is that the workman appeared and filed its statement of claim wherein it was alleged that 38 workman were employed in the status of Security Guard at the Management Company. The applicant workman Nakul Sahu was employed initially in the year 2006 w.e.f 13-9-2006 and worked as Security Guard continuously for more than 240 days in each year till the date of his termination which is 2-10-2013. He was employed by the Security Agency M/s Amar Security Service and was deputed as a Security Guard with Cement Corporation of India Ltd., Unit Mandhar. No notice or compensation

was given by the Management which employed him, hence his termination is against the provision of Section 25-F, 25-G, 25-H and 25-M of the Industrial Disputes Act.

3. The work which the workman had been doing is still available with the Management and the same is being done by way of contract by the Security Agency. The workman is not gainfully employed since the date of his termination. Accordingly the workman has prayed for his reinstatement with all back wages and consequential benefits setting aside his termination.

4. In spite of sufficient service no one appeared on behalf of Management-M/s Amar Security Service hence the reference proceeded ex-parte vide order dated 22-7-2016. The workman filed his affidavit in evidence in which he proved his case. This affidavit is uncontroverted.

5. Ex-parte arguments of learned counsel for workman Shri Arun Patel were heard and record was perused by me.

6. **Reference is the point for determination in the case in hand.**

7. **The following relevant provisions of law are being enumerated here:-**

1.2[(oo) “retrenchment” means the termination by the employer of the service of a workman for any any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include— (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;

2.2 [(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the wokman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or]

3. Section 25-F-Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: 1[***] (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

4.25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25M. Prohibition of lay-off.- (1) No workman (other than a badli workman or a casual workman) whose name is borne on the muster rolls of an industrial establishment to which this Chapter applies shall be laid-off by his employer except 3[with the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority), obtained on an application made in this behalf, unless such lay-off is due to shortage of power or to natural calamity, and in the case of a mine, such lay-off is due also to fire, flood, excess of inflammable gas or explosion]. 4[(2) An application for permission under sub-section (1) shall be made by the employer in the prescribed manner stating clearly the reasons for the intended lay-off and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner.

(3) Where the workmen (other than badli workmen or casual workmen) of an industrial establishment, being a mine, have been laid-off under sub-section (1) for reasons of fire, flood or excess of inflammable gas or explosion, the employer, in relation to such establishment, shall, within a period of thirty days from the date of commencement, of such lay-off, apply, in the prescribed manner, to the appropriate Government or the specified authority for permission to continue the lay-off. (4) Where an application for permission under sub-section (1) or subsection (3) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer,

the workmen concerned and the persons interested in such lay-off, may, having regard to the genuineness and adequacy of the reasons for such lay-off, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen. (5) Where an application for permission under sub-section (1) or subsection (3) has been made and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days. (6) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of subsection (7), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order. (7) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (4) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference. (8) Where no application for permission under sub-section (1) is made, or where no application for permission under sub-section (3) is made within the period specified therein, or where the permission for any lay-off has been refused, such lay-off shall be deemed to be illegal from the date on which the workmen had been laid-off and the workmen shall be entitled to all the benefits under any law for the time being in force as if they had not been laid-off. (9) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct that the provisions of sub-section (1), or, as the case may be, sub-section (3) shall not apply in relation to such establishment for such period as may be specified in the order.]

5. [25N. Conditions precedent to retrenchment of workmen.—(1) No workman employed in any industrial establishment to which this Chapter applies, who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until,— (a) the workman has been given three months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; and (b) the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority) has been obtained on an application made in this behalf. (2) An application for permission under sub-section (1) shall be made by the employer in the prescribed manner stating clearly the reasons for the intended retrenchment and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner. (3) Where an application for permission under sub-section (1) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such retrenchment, may, having regard to the genuineness and adequacy of the reasons stated by the employer, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen. (4) Where an application for permission has been made under sub-section (1) and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days. (5) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of sub-section (6), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order. 1. Sub-section (6) re-numbered as sub-section (10) by Act 49 of 1984, s. 4 (w.e.f. 18-8-1984). 2. Subs. by s. 5, *ibid.*, for section 25N (w.e.f. 18-8-1984). 33 (6) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (3) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days

from the date of such reference. (7) Where no application for permission under sub-section (1) is made, or where the permission for any retrenchment has been refused, such retrenchment shall be deemed to be illegal from the date on which the notice of retrenchment was given to the workman and the workman shall be entitled to all the benefits under any law for the time being in force as if no notice had been given to him. (8) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct, that the provisions of sub-section (1) shall not apply in relation to such establishment for such period as may be specified in the order. (9) Where permission for retrenchment has been granted under sub-section (3) or where permission for retrenchment is deemed to be granted under sub-section (4), every workman who is employed in that establishment immediately before the date of application for permission under this section shall be entitled to receive, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months.]

Industrial Dispute Central Rules-1957

6-76-Notice of retrenchment.—If any employer desires to retrench any workman employed in his industrial establishment who has been in continuous service 1 Subs. by S.O. 2485, dated 20th May, 1985. 2 Subs. by S.O. 2485, dated 20th May, 1985. 3 Subs. by G.S.R. 289, dated 2nd March, 1982 (w.e.f. 13-3-1982). 4 Subs. by S.O. 2485, dated 20th May, 1985. The Industrial Disputes (Central) Rules, 1957 for not less than one year under him (hereinafter referred to as 'workman' in this rule and in rules 77 and 78), he shall give notice of such retrenchment as in Form P to the Central Government, the Regional Labour Commissioner (Central) and Assistant Labour Commissioner (Central) and the Employment Exchange concerned and such notice shall be served on that Government, the Regional Labour Commissioner (Central), the Assistant Labour Commissioner (Central), and the Employment Exchange concerned by registered post in the following manner:— (a) where notice is given to the workman, notice of retrenchment shall be sent within three days from the date on which notice is given to the workman; (b) where no notice is given to the workman and he is paid one month's wages in lieu thereof, notice of retrenchment shall be sent within three days from the date on which such wages are paid; and (c) where retrenchment is carried out under an agreement which specifies a date for the termination of service, notice of retrenchment shall be sent so as to reach the Central Government, the Regional Labour Commissioner (Central), the Assistant Labour Commissioner (Central), and the Employment Exchange concerned, at least one month before such date: Provided that if the date of termination of service agreed upon is within 30 days of the agreement, the notice of retrenchment shall be sent to the Central Government, the Regional Labour Commissioner (Central), the Assistant Commissioner (Central), and the Employment Exchange concerned, within 3 days of the agreement.

8. From the uncontroverted affidavit, I am constrained to hold that the workman has successfully proved his continuous employment with the Management of M/s Amar Security Services. He has also proved successfully that no notice or compensation was given to him, hence his dis-engagement is held violative of Section 25(G) of the Act.

9. As regards the relief, the workman has also successfully proved on ex-parte basis that he is out of gainful employment and the position is continued, hence the workman is held entitled to be reinstated by setting aside his order of termination but he is not entitled to any back wages on the **Principle of "No Work no Pay"**.

10. On the basis of the above discussion, following award is passed:-

- A. The action of the management-M/s Amar Security Service, Contractor of CCI of Mandhar in removing Shri Nakul Sahu, Security Guard w.e.f. 2.10.2013 from services while his contract was continuing and not giving him any wages is held unjustified and illegal.
- B. The workman is held entitled to be reinstated by setting aside his order of termination but he is not entitled to any back wages on the Principle of "No Work no pay".

P. K. SRIVASTAVA, Presiding Officer

DATE: 15.1.2020

नई दिल्ली, 5 फरवरी, 2020

का.आ. 157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स टाटा आयरन एंड स्टील कं. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 08/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/102/1994-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tata Iron & Steel Co. Ltd. and their workman, which was received by the Central Government on 24.01.2020.

[No. L-29012/102/1994-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: BHUBANESWAR****Industrial Dispute Case No. 08 of 2001**

Date of passing of award 14.10.2019

Present: Sri B.C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal,
Bhubaneswar.

Between:

The General Manager (OMC),
Mines Division, Tata Iron & Steel Co. Ltd.,
P.O. Noamundi, District-Singhbhum (Bihar).

...1st Party Management**-Versus-**

Shri S. K. Samal, Pharmacist,
C/o. Sri Sirish Mohanty,
At/P.O. Banspani, Upland,
District- Keonjhar (Odisha).

...2nd Party Workman**Appearance:-**For the 1st Party Management : Sri P. K. Sahu & AssociatesFor the 2nd Party Workman : Sri S. Mishra, Advocate**AWARD**

The Government of India Ministry of Labour and Employment have referred an Industrial Dispute between the above named parties for its adjudication vide its Order No.L-29012/102/94-IR(Misc.) dated.2.3.1995 in exercising its authority conferred under Clause(d) of sub section(1) and sub section (2-A) of Section 10 of the Industrial Disputes Act,1947(14 of 1947) and the schedule of the reference is as follows:-

“Whether the action of the Management of Mines Division Tata Iron and Steel Co.Ltd. P.O. Noamundi, District Singhbhum, in dismissing Shri S. K. Samal,Pharmacist, w.e.f.1.3.1994 is justified ? If not, to what relief the workman is entitled.”

2. Briefly stated the case of the 2nd Party Workman is that he was appointed as a Pharmacist on 23.12.1983 by the 1st Party Management. While he was continuing in such capacity in Bamebari Manganise Mines of the 1st Party Management TISCO, he received a charge sheet vide No. BMM/P/366/8 dated.30.7.1993

wherein and whereby he was asked to submit his show cause within 96 hours and the charges were that he was not found on duty on 28.4.1993 but, he managed his attendance in the Attendance Register. The above omission and commission on the part of the workman was a misconduct and punishable under Clauses 34 and 35 of the Standing Order of the 1st Party Management. Pursuant to such charge sheet he submitted his explanation contending that he performed his duty as per the schedule hour i.e. 8 AM to 12.30 PM and 3.30 PM to 6 PM on 28.4.1993 for which he put his signature in the Attendance Register. There was no occasion on his part to manage his attendance in the Register without performing duty as alleged in the charge sheet. It is his claim that the then Medical Officer of the Dispensary at Bamebari usually came to the office in late hours and at times he arrived in the office when his duty was over. The show cause was issued at the instance of the Medical Officer. After submission of his show cause he was informed to attend a domestic enquiry on 27.8.1993 at 9.30 A.M. for the charges leveled against him. One Sri P.K.Sahu Dy.Maager Personnel was appointed as Enquiry Officer. He attended the enquiry on 27.8.1993 and the same was deferred at the instance of the Management. On 15.11.1993 he received a letter with a direction to attend the enquiry on 21.12.1993 at 9.30 A.M. in the office of Senior Officer Personnel Bamebari Manganise Mines. Accordingly he reported on the relevant date and time for the enquiry. Though, he waited there till 12.30 P.M. no Officer turned up for the enquiry. When he returned to the place at 2 P.M. after availing lunch, he learnt that some officers came to the place to hold the enquiry and they left the office before 2 P.M. without conducting any enquiry. According to the workman on 26.2.1994 he received a letter from the Management wherein he was informed about the alleged misconduct committed by him and he was found guilty of such misconduct by the Enquiry Officer. In the said letter he was also informed about his dismissal of service with effect from 1.3.1994. Consequently he raised a dispute before the Labor machinery which ultimately led the reference as mentioned earlier. It is his claim that he was not given opportunity to defend himself in the departmental proceeding as no enquiry as claimed by the Management was ever held. Thus there was violation of principle of natural justice as well as provisions of standing order in regard to mode of conducting the enquiry. There was no enquiry at all and he was dismissed from service. Dismissal of service on alleged single instance of unauthorized absence is shockingly and highly disproportionate to the gravity of misconduct alleged to have been committed by him.

3. In the written statement the Management has challenged the maintainability of the reference as well as the allegations raised by the disputant workman. It is the counter claim of the Management that the disputant workman was a habitual absentee from his duty as well as from the Head Quarter of Bamebari, wherein he was allotted with a Quarters of the Management. He used to stay at Joda township. The working hours of the Medical Officer and Pharmacist were from 7.30 AM to 6 PM with a interval of a rest period from 12 noon to 2.30 PM. Due to his usual stay at Joda NAC the patients were not given proper attention by the Pharmacist for which the Medical Officer reported the matter. Accordingly a departmental enquiry was conducted after issue of charge sheet. The disputant workman was issued with charge sheet and he was given due opportunity to defend himself in the domestic enquiry. He was given option to take assistance of his co-worker in the departmental enquiry. He furnished with necessary documents. The departmental witnesses were examined in presence of the disputant and he cross examined them. Documents relied upon by the Management were produced before the enquiry officer in presence of the disputant. But the workman did not cooperate with the progress of the enquiry after 2.11.1993 as a result of which the enquiry was adjourned to 8.11.1993, 11.11.1993, 21.11.1993 and finally the Enquiry Officer proceeded with the enquiry exparte on 10.1.1994 when he was satisfied that the disputant workman was avoiding the domestic enquiry on his own volition. He submitted his finding on 25.1.1994 holding that the charges leveled against the workman were proved. Taking the gravity of misconduct into consideration the Management dismissed the disputant workman after observing all formalities of dismissal. Since the departmental enquiry was held in proper manner as well as in accordance to the principle of natural justice and provisions of the standing order of the Management and the disputant being found guilty of misconduct of serious nature he was rightly dismissed from service. There is no scope for the Tribunal to interfere in the punishment. Hence prayer is made for dismissal of the claim statement.

4. On the aforesaid pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute .

ISSUES

- 1) Whether the action of the Management in dismissing Shri S. K. Samal, Pharmacist w.e.f. 1.3.1994 is justified?
- 2) If not , to what relief the workman is entitled ?
- 3) Whether the reference is maintainable?
- 4) Whether the domestic enquiry is fair and proper?

FINDINGS

5. Both the parties adduced oral as well as documentary evidence on other issues after finding of the Preliminary Issue.

6. As per the finding of the Preliminary issue i.e. Issue No.4 the domestic enquiry against the disputed workman was held fair and proper. The order dt.13.12.2000 of such preliminary issue is to be considered as part of this award. At the cost of repetition it may be stated that as per the finding of the preliminary issue the disputant workman was given due opportunity in the departmental enquiry and the same having been found to have been conducted fairly and in proper manner there is no scope for this Tribunal to examine the evidence presented before the enquiry officer to examine whether the finding of the Enquiry Officer was perverse or the same was not based on any evidence. Though, further evidence has been adduced to refute the charge it is futile exercise on the part of the workman to dispute the finding of the Enquiry Officer on any ground. Similarly the evidence of the workman that domestic enquiry was not conducted fairly has no force when the preliminary issue is answered against him. The only issue to be taken into consideration is whether the dismissal of the disputant workman on the ground of holding him guilty of misconduct for his unauthorized absence on 28.4.1993 was justified and if not, to what relief the workman is entitled.

7. In the case at hand the disputant was found guilty of misconduct for allegedly manipulating his attendance in the Attendance Register on 28.4.1993 though, he was not on duty on that day. On a close reading of the pleadings and evidence advanced by the parties as well as the charge sheet and the order of dismissal it is found that the allegation of unauthorised absence was related to a single day i.e. on 28.4.1993. There is nothing either in the charge sheet or in the dismissal order to establish that the disputant workman was a habitual absentee or he was remaining absent unauthorisedly frequently. Similarly, there is nothing to show that he was ever warned or cautioned for his frequent unauthorized absence from duty. In the above back drops the absent on the part of the workman can be treated as a single instance of unauthorized absence. The other allegation or misconduct is that the disputant manipulated his attendance in the Attendance Register. As per the settled principles the Disciplinary Authority and on appeal the Appellate Authority vested with the discretion to impose appropriate punishment keeping in view the magnitude or gravity of misconduct. The High Court/Tribunal while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the Disciplinary Authority or the Appellate Authority shocks the conscience of the High Court/Tribunal it would appropriately mould the relief, either directing the Disciplinary/Appellate Authority to reconsider the penalty imposed or to shorten the litigation it may itself, in exception and rare cases, impose appropriate punishment with cogent reason in separate thereof.

In the case between Central Power Research Institute –Versus- V.B.Naidu,(1997)-91 F.J.R 605 (Kar) it was observed by the Hon'ble Apex Court in following terms:-

“We must unequivocally state that the jurisdiction of the Tribunal to interfere with the disciplinary matters or punishment cannot be equated with an appellate jurisdiction. The Tribunal cannot interfere with the findings of the Inquiry Officer or Competent Authority where they are not arbitrary or utterly perverse. It is appropriate to remember that the power to impose penalty on a delinquent officer is conferred on the competent officer either by an Act of Legislature or rules made under the proviso to Article 309 of the Constitution. If there had been an enquiry consistent with the rules and in accordance with the principles of natural justice what punishment would meet the ends of justice is matter exclusively within the jurisdiction of the Competent Authority. If the penalty can lawfully be imposed and is imposed on the proved misconduct the Tribunal has no power to substitute its own discretion for that of the authority. The adequacy of penalty unless it is mala fide is certainly not a matter for the Tribunal to concern with. The Tribunal also cannot interfere with the penalty if the conclusion of the inquiry officer or the Competent Authority is based on evidence.”

8. Coming to the case at hand undoubtedly punishment of dismissal on a single instance of unauthorized absence and for manipulating the Attendance Register to show his attendance appears to be highly shocking and disproportionate to the magnitude of the misconduct allegedly committed by the workman. The punishment seems to be not only unduly harassed but grossly in excess to the allegation leveled against the disputant. At the same time it cannot be over looked that in the mean while more than thirty three years have been elapsed after dismissal of the disputant. In the mean while the applicant seems to have attained the age of superannuation and any order of reinstatement would be infructuous. Further, on a close examination of the record it is found that delay in disposal of the matter can be attributed to both the parties as they had taken several adjournments to adduce their evidence after the preliminary issue being answered as well as to the legal hazardness. The disputant had only worked for less than two years in the organization of the 1st Party Management before his dismissal. Hence, having regard to the totality of the facts

and circumstances of the case it is felt that compensation not the re-engagement/reinstatement would be appropriate relief in the case. In the above back drops the disputant workman instead of reinstatement shall be paid Rs.10,00,000/- (Ten Lakhs) towards his service benefit in place of his reinstatement and other service benefits.

The above amount shall be paid within a month of the award being notified failing which the disputant workman is entitled to 8% interest on the amount with effect from the date of the award.

Accordingly the reference is answered. Send copy of the award to the Ministry for its notification and necessary action.

Dictated & corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नारायणी संस प्राइवेट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 66/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. जेड-16025/4/2020-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2017) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Narayani Sons Private Limited and other and their workman, which was received by the Central Government on 24.01.2020.

[No. Z-16025/4/2020-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

IN THE COURT OF THE PRESIDING OFFICER, C.G.I.T-CUM-LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 66 OF 2017

Dated Bhubaneswar, the 11th June 2019

Present: Shri B. C. Rath, Presiding Officer,
C.G.I.T-cum-Labour Court, Bhubaneswar

Between:

1. The Manager,
M/s. Narayani Sons Pvt. Ltd. (Contractor),
At/P.O. Kalarangiatta, P.S: Kaliapani,
Sukinda, Dist.: Jajpur, Odisha.
2. The General Manager,
M/s. Sukinda Chromite Mines (Tata Steel Ltd.),
At/P.O: Kalarangiatta, P.S: Kaliapani,
Sukinds, District – Jajpur, Odisha.

...First party management

And

Shri Ananta Charan Mohanta
At/P.O.: Chingudipal, Via:
Kalarangiatta, P.S: Kaliapani,
Sukinds, Dist: Jajpur. Odisha.

...Second party workman

Appearances:

Shri J. P. Mohapatra : For management

NONE : For applicant workman

Authorised representative of the management is present.

The second party workman is found absent on repeated calls though hazira is filed on his behalf. It is submitted by the authorized representative of the management that the second party workman is being directed time and again to adduce his evidence and file his sworn affidavit towards his examination in chief. But he is not taking any steps in this regard. He was absent on last date also. Perused the case records and the workman was found absent on the laest date and he was given several adjournments to adduce his evidence. The case is filed directed before this Tribunal resorting to the provisions of Section 2-A sub-section (2) and (3) of the Industrial Disputes Act, 1947. Hence, the case is dismissed for default of the second party workman.

Dictated and corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर पंचाट (संदर्भ संख्या 31/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-30012/7/2009-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2009) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Petroleum Corporation Ltd. and other and their workman, which was received by the Central Government on 24.01.2020.

[No. L-30012/7/2009-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, BHUBANESWAR****Industrial Dispute Case No. 31 of 2009****Date of passing of the award. 31.12.2019****Present:-**

Sri B. C. Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal,
Bhubaneswar.

Between:-

1. The Sr. Regional Manager
M/s. Hindustan Petroleum Corporation Ltd.
Regional Office, 5th Floor, Alok Bharati Complex,
P.O. Sahid Nagar, Bhubaneswar, Dist-Khurda,
PIN No. 751007.

2. M/s. Parikhita Malla & Associates, Contractor,
At- 435, Baramunda, Bhubaneswar,
District-Khurda.

...First Party- Management

-Versus-

Shri Sukanta Nayak,
C/o. Gobardhan Nayak,
Qrs. No. 362, Type-II,
New A.G.Colony, Nayapalli,
Bhubaneswar, (Orissa).

...2nd. Party Workman

Appearances:-

For the First Party Management :- Sri A. Sahoo

For the 2nd Party Workman :- Sri R.C. Rath

AWARD

The Government of India, Ministry of Labour and Employment have referred an Industrial Dispute between the above named parties for its adjudication vide its order No.L-30012/7/2009-IR(M) under Clause (d) of sub-section(1) and sub-section(2-A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) and the Schedule of the reference is as follows:-

- (1) “Whether the action of M/s. Parikhita Malla Associates, a Contractor of M/s. HPCL in terminating the service of Sri Sukanta Nayak w.e.f.1/8/2008 is just and legal?
- (2) What relief the workman is entitled from the contractor and/or from M/s. HCL (Principal Employer)?”

2. Briefly stated, the case of the 2nd Party Workman is that he was employed as a Sweeper on monthly wage basis for brooming the office premises of the Management No.1 and to clean its toilets and his employment was through the Contractor. Initially he was working directly as a Sweeper in the establishment of Management No.1 from the year 1995 and then through the Labour Contractor Ashok Kumar Ray and then the Contractor Management No.2. He was working continuously and uninterruptedly for 240 days in every calendar year till his service was terminated on 26.7.2008. His EPF, ESI contributions was deducted and deposited during the period of his job. Since he worked continuously and uninterruptedly for a substantial period and the nature of his job was perennial. As the labour contractor Management No.2 defaulted to pay him in prescribed rate of minimum wage and he defaulted in depositing the ESI and EPF Contribution, he made a representation to the Management No.1 for regularisation of his service. But, his service was terminated with effect from 26.7.2008 without compliance of the requirement as enumerated in Section 25(f) of the Act. When he raised a dispute before the labour machinery, a conciliation proceeding was initiated. But, the conciliation proceeding having been failed, the present reference is made for adjudication of the dispute.

3. On being noticed the Management No.1 (the Principal Employer) and the Management No. 2 (the Contractor) filed their written statements separately. The Management No.1 has denied its liability and contested the claim taking a plea that the 2nd Party workman was never employed or engaged directly or indirectly in its establishment. The Management being a Public Sector under taking has its own Recruitment Policy and Rules. The 2nd Party Workman was not issued with any appointment letter or he was paid wages by it. According to the said Management tender was invited either every year or in alternative year for the work of upkeepment of its office premises at Bhubaneswar and for supply of snacks and tea for its staff and guests. The contractor having the lowest bid is usually issued with work order for the above job. One Ashok Kumar Ray was initially issued with the work order in the year 2000 and in the relevant year the Management No.2 contractor was entrusted with the job being the lowest bidder. The said Management No.2 was paid as per terms and conditions of the agreement executed between the parties. Thus, the Management No.1 the principal employer has denied its liability on the claim raised by the 2nd Party Workman.

4. In his written statement the Management No.2 Contractor has also refuted the allegation raised by the workman. According to him the workman was never employed by him either temporarily or on wage basis. He was engaged by the previous Contractor Ashok Kumar Ray for brooming and cleaning the office premises of Management No.1. Being the lowest bidder he was issued with work order with effect from 1.7.2007. He allowed the 2nd Party workman to take the job of cleaning the premises and its upkeepment since he was doing the said job under the previous Contractor. But, the 2nd Party defaulted in his work and he did not turn up to sweep the premises and to clean the toilets after 26.7.2008 onwards. He voluntarily abandoned the work entrusted to him as a result of which he was compelled to engage another person to carry out the work

entrusted to him under the agreement executed towards the work order. It is his specific stand that the 2nd Party Workman was not given any appointment or employment either temporarily or on daily wage basis. He was paid remuneration as per the job contract in peace meal. He was not his paid employee. As he had never worked for 240 days continuously and uninterruptedly under his control and supervision, there was no necessity for compliance of the requirement as enumerated U/s.25(f) of the Act. Hence, prayer has been made for rejection of the statement of claim filed by the 2nd Party workman.

5. On the aforesaid pleadings of the parties the following issues have been settled for adjudication of the dispute.

ISSUES

- (1) **Whether the action of M/s. Parikhita Malla Associates of M/s. HPCL in terminating the services of Shri Sukanta Nayak with effect from 1.8.2008 is just and legal?**
- (2) **What relief the workman is entitled from the Contractor and/or from M/s. HPCL (Principal Employer)?**

6. The workman has examined himself as W.W.1 and filed the documents such as Xerox copy of the full and final settlement of P.F. Account dated. 23.9.2002, Xerox copy of representation of the workman regarding his harassment, Xerox copy of Legal Notice to the Management and the Contractor, Letter of ALC(Central) regarding failure of conciliation, Xerox copy of the office order of the Management showing regularisation of contractual employees, Xerox copy of letter dt. 21.5.2002 showing wages for temporary/casual workmen and Xerox copy of cheque by which he was paid wages which are marked as Ext.1 to 7 respectively. On the other hand the 1st Party Managements have examined M.W.1, the Deputy Manager of Regional Office of HPCL and M.W.2, the contractor of HPCL and relied upon the documents such as Xerox copy of the purchase orders dated 1.7.2008 and 8.9.2006 and Xerox copies of Cheques issued on different dates in favour of the disputant workman towards his wages, which are marked as Ext. A to C, to refute the claim of the 2nd Party workman.

FINDINGS

7. All the issues are taken up simultaneously for consideration for the sake of convenience since the issues are inter linked with each other.

Keeping in view the pleadings advanced by the parties the 1st point for consideration is whether the 2nd Party disputant was ever employed by the Management No.1 to work as a Sweeper or whether the job of upkeepment of the office premises of Management No.1 was given on contract basis to Management No. 2 the contractor. On a close reading and examination of the evidence of M.W.1 it is found that the job of cleaning of office premises and toilets was given on contract basis by floating tender. It is also admitted by the disputant workman that one Ashok Kumar Ray was the Contractor through whom he was engaged for brooming and cleaning the premises of the Management No.1. It is emerging from the purchase orders Exts. A & B and oral evidence of M.W.1 and M.W. 2 that tenders were invited every year or in alternative year for contract work of cleaning/upkeepment of the office /premises of Management No.1 and for supply of tea and snacks. Initially one Ashok Kumar Ray being the lowest bidder was entrusted with the work order for such upkeepment of the premises and supply of tea and snacks. It is further emerging from the evidence of the parties that the disputant was engaged by the said Contractor to sweep the premises and to clean the toilets of the office of the Management No.1. There is no evidence to establish that the disputant was ever engaged directly by the Management No.1 for such job or he was ever paid wages directly by the said Management for doing any sweeping job. Similarly, evidence of the workman is wanting to establish that his service was out sourced by the Management No.1 through Management No.2 Contractor. Copies of the Agreement Deeds/Purchase Orders Exts. A and B and the oral testimony of the witnesses of the Management Nos.1 and 2 clearly establish that tender is being floated for upkeepment of the office premises of the Management No.1 and accordingly work order was issued in favour of the Management No.2 the Contractor in the year 2006 and 2008 for such contract of upkeepment. The Contractor was never entrusted to supply contract labour to work as a Sweeper. Though, the 2nd Party Workman has pleaded that he was initially engaged by the Management No.1 directly to work as a Sweeper no evidence in this regard has been advanced. For the reasons mentioned above it can be safely inferred that the 2nd Party Workman was not an employee of Management No.1 and there is no relationship of employer and employee between them. On the other hand it is established that the work of upkeepment of the office premises of Management No.1 is given on contract basis by floating tender.

8. Now coming to the point if the 2nd Party disputant was ever employed or appointed by the Management No.2 the Contractor to work as Sweeper in the office premises of the Management No.1, it is found from the oral testimony of the 2nd Party Workman that he was engaged by the Contractor Ashok Kumar

Ray for cleaning the premises of Management No.1. He also continued to work as a Sweeper under Management No.2 Contractor. It appears from his evidence that he did the cleaning work and paid by the contractor entrusted with the work of upkeepment. Except sweeping no other work seems to have been performed by him. He seems to have done the sweeping work in peace meal. Law is well settled that initial burden lies on the Workman to establish that he was employed or appointed by the Management/employer and he worked for 240 days continuously and uninterruptedly in order to establish his retrenchment as illegal without compliance of requirement of Section 25(f). Most of the documents filed by the 2nd Party are unilateral one and they do not disclose if the workman was employed as Sweeper or he was paid for the specific job of sweeping in a peace meal. That apart the Management No.2 is not an industry and work order seems to have been issued in his favour on being shown as a contractor. In the above facts and circumstance the dispute if any between the 2nd Party and the Management No.2 Contractor cannot be termed as an industrial dispute. Thus, the reference is also not maintainable.

For the reasons mentioned above, the statement of claim having no merit for consideration and the same stands rejected.

A copy of the award be sent to the Ministry as per procedure for its notification.

B. C. RATH, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर पंचाट (संदर्भ संख्या 17/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/37/2005-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2006) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/37/2005-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 17TH JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 17/2006

I Party

Sh. Shivannagowda,
S/o Late Beluragowda,
President of Siddapura,
Kiotanakeri Post,
Hassan Taluk Distt.
Hassan - 573 162.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M.G. Road,
Bangalore - 560 001.

Appearance

Advocate for I Party : Mr. S. B. Mukkannappa

Advocate for II Party : Mr. L. Venkatsrama Reddy

AWARD

The Central Government vide Order No. L-29012/37/2005-IR(M) dated 19.04.2006 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of M/s. Mysore Minerals Ltd. in imposing the punishment of termination from the services on the workman, Shri Shivanna Gowda, Mazdoor at (Kumudvathi Manganese Mines, Shimoga District) in M/s Mysore Minerals Ltd., with effect from 18.06.1996 is legal and justified? If not, to what relief he is entitled and from which date?”

1. The claim of the 1st Party workman is, He joined the service of the 2nd Party on 01.10.1985 as Mazdoor; while working at Kumadvathi Mandura Mines he remained absent w.e.f 13.11.1995 on medical grounds. However, he has sent leave application since he had sufficient leave to his credit; he has taken treatment at K.C General Hospital, Malleswaram; he was suffering from Viral Hepatitis and Severe Back Pain; he was under the impression that his leave application is accepted and leave is sanctioned on medical ground; but he is illegally dismissed from service vide order 18.06.1996/22.06.1996 the order of dismissal is passed without holding enquiry and without affording opportunity to him. Due to financial difficulty he could not raise dispute immediately; he raised Industrial Dispute before Karnataka State Assistant Labour Commissioner and Conciliation Officer; on failure of the Conciliation proceeding the matter was referred to Labour Court at Bangalore. The 2nd Party since raised the question of maintainability of the reference, he withdrew the dispute and raised dispute before the Jurisdictional Conciliation Officer; his absence from duty is beyond his control. The order of dismissal for alleged absence for a period of 17 months is severe and disproportionate; he is unemployed and is suffering from financial hardship with his family.

2. The claim is contested by the 2nd Party. It is contended in the counter statement that, he remained absent unauthorisedly from 03.11.1995, call memos dated 09.11.1995, 26.01.1995 and 18.01.1996 were issued to him directing to report to duty along with due explanation for his unauthorised absence from duty. The notices were issued to his address on records, but the registered post acknowledgment due cover returned undelivered. The Manager of Kumudvathi Manganese Mines appointed Sh. H S Umapathy, Senior Mine Surveyor as Inquiry Officer and ordered Domestic Enquiry. The Inquiry Officer issued notification through local daily 'Chalagara' directing the workman to appear before the Inquiry Officer on 13.03.1996 but he did not appear nor sent any communication to the Inquiry Officer. Therefore, the Inquiry Officer conducted inquiry keeping the 1st Party Ex-parte and submitted his Report along with his findings; Inquiry Officer in his report stated that 1st Party had no interest in continuing in service of the 2nd Party; show cause notice dated 26.04.1996 directing him to explain within 7 days as to why Disciplinary Action should not be taken against him for his long unauthorised absence from duty, was issued, but he did not submit reply to the show cause notice; unauthorised absence from duty is a serious misconduct as per the Standing Order of the 2nd Party Company; considering the gravity of misconduct the Competent Disciplinary Authority passed the order dated 18.06.1996 thereby terminating him from the service of the 2nd Party.

3. On the rival pleading of the parties touching the validity of the Domestic Enquiry conducted into the charges of unauthorised absence a Preliminary Issue was raised, tried and adjudicated, holding that the Domestic Enquiry conducted against the workman as fair and proper.

4. The 1st Party thereafter adduced evidence regarding the dis-proportionality of the punishment and his unemployment. He produced a Medical Certificate issued by K C General Hospital, Malleswaram Bangalore certifying that he was suffering from Viral Hepatitis and APD from 13.11.1995 to 20.12.1996, perhaps to

impress upon the Court that during the interregnum period from the date of his unauthorised absence w.e.f. 13.11.1995 to the date of his dismissal on 18.06.1996 he was under medical treatment. But his effort does not work out for him at this stage, for the simple reason that the validity of the Domestic Enquiry conducted by the Employer against him prior to imposing punishment is already upheld while adjudicating the Preliminary Issue. It is not the stage to receive additional evidence. The only question now open for consideration is sufficiency of evidentiary material, on the basis of which the Inquiry Officer returned the finding of guilt and the proportionality of the punishment viz a viz the charges proved against the workman during the Inquiry.

5. The 1st Party himself admits that he remained absent w.e.f 13.11.1995 onwards. Two call notices and the Inquiry notice issued against him are not served on him; the paper publication dated 21.02.1996 calling upon him to appear before the Enquiry on 13.03.1996 has gone in vain. The Inquiry Officer has recorded that the notice issued to the 1st Party returned with an endorsement that 'he is not in station', his attendance was not satisfactory for the year 1995; he was not attending the duty subsequent to his transfer to the present place; the Manager was unable to give his opinion about his conduct or his work. On the above the Inquiry Officer has drawn inference that previously also he used to remain absent, since he undertook to rectify himself and attend the duties punctually, he was taken on duty. But without abiding to his own undertaking he resorted to remain absent; hence suitable action may be taken against him as per the Service Rules.

Since, he did not respond to the final show cause notice also vide order dated 22.06.1996, he is dismissed from service by the Competent Authority. It was an unauthorised absence for about 17/18 months; he had every opportunity to set right his lapses within this period which he did not avail. No material is available to presume that he had sufficient leave in his credit for sanction of leave for the above period; he himself does not dispute his absence w.e.f. 13.11.1995 hence the Inquiry finding cannot be found fault with; dismissal from service for the unauthorised absence of 17 long months cannot be attributed harshness / severity or disproportionality viz a viz the misconduct of unauthorised absence for a long period. For the said reason, I endorse the action of the 2nd Party in dismissing him from service is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 17th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलूर पंचाट (संदर्भ संख्या 33/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/36/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/36/2006-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE****DATED** : 20TH JANUARY 2020**PRESENT** : JUSTICE SMT. RATNAKALA, Presiding Officer**CR 33/2007****I Party**

Sh. N. Siddegowda,
S/o Late Sh. Ningegowda,
Since deceased by LR.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M.G. Road,
BANGALORE – 560001.

Sh. S. Rangaswamy,
S/o Late. Sh. N. Siddegowda,
Kalle Somanahalli Village,
Oblapura Post, Bagur Hobli,
Channarayapatna Taluk,
Hassan Distt. - 573 111.
(Karnataka)

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. L.Venkatarama Reddy

AWARD

The Central Government vide Order No. L-29012/36/2006-IR(M) dated 02.03.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Mysore Minerals Limited is justified in terminating the services/premature superannuating of the services of Sh. N. Siddegowda w.e.f. 27.06.1998? If not, to what relief the workman is entitled to?”

1. The dispute was raised by the 1st Party workman Sh. N. Siddegowda, who is now expired and represented by his sole survivor / Son Sh. S. Rangaswamy / Class-I Legal heir.

The claim of the 1st Party is, he joined the service of the 2nd Party on 01.04.1976 at its Mining Unit viz., Byrapura Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining worker. His date of birth is 10.10.1946 as per the Horoscope maintained by his parents; same is accepted by the 2nd Party for the purpose of all the Statutory Records. Though he was entitled to continue in service up to 10.10.2004, on subjecting him to a medical examination, the 2nd Party refused employment on 27.06.1998 on the ground he has reached superannuation. The Medical Certificate is illegal, and Medical Examination is not held in accordance with the Mining Rules 1955-29(C) i.e., by a doctor of the rank of Assistant Surgeon. His signature is obtained by the 2nd Party Officials on several applications. Several of his co-workers are also terminated on the medical ground of unfitness or over age. One such co-employee namely Smt. K. Dundamma preferred a Writ Petition No. 5615/2001 (S-RES) before the Hon'ble High Court of Karnataka, same was allowed on 29.03.2001. The Writ Appeal No. 3460/2001 connected with 3459/2001 preferred against the said order in W.P. No. 5615/2001 (S-RES) came to be rejected on 12.06.2002. The Employee / Writ Petitioner prematurely retired was reinstated with back wages and continuity of service. Writ Petitions filed by similarly placed employees in Writ Petition Nos. 26101/2001 C/W W.P. No. 23798/2001, 23797/2001 & 23794/2001 against the very same Management were also allowed. The Medical Reports and orders of termination were quashed with a cost payable by the Employer / Mysore Minerals Limited.

2. It is further claimed that, the action of the 2nd Party in terminating the services of the workman prematurely amounts to retrenchment within the meaning of Section 2(oo) of 'the Act', but without following mandatory provisions of Sec 25(F)(G)(H) and (N) of I.D Act of 1947. The 2nd Party has also violated its own Certified Standing Orders i.e. Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct and Disciplinary Proceedings Rules/Clause, 18 & 24. The workman's Date of birth is not changed by

the 2nd Party in the statutory records. The termination order is liable to be set aside with consequential monetary benefits.

3. The counter case of the 2nd Party is,

that the dispute raised is time barred. 1st Party was given 30 days' time to prefer the appeal before the Appellate Medical Board as per rules, but he did not avail the opportunity extended to him. Inspired by the judgments of the Hon'ble High Court in W.P No. 5615/2001 and 26101/2001, he has raised the dispute after a lapse of considerable length of time. The Medical Examination of all the employees and workers working at the Mines Unit was arranged in the year 1997-98 as per the Mines Rules 1955. A team of qualified and Senior Medical Officers from Hutti Gold Mines Limited carried out Medical Examination. He was found aged more than 58 years as per Medical Report. Hence, it was decided to terminate him from service. The 2nd Party Management relieved him from service on the ground of superannuation by settling his terminal benefits. He has received the terminal benefits i.e. EPF, gratuity, leave pension and settled the matter with the 2nd Party without any protest and without any grievance of his rights, hence has no right to raise the dispute. As on the date of reference there was no relationship of employer and employee between the parties. Hence, the reference is bad in law. He is gainfully employed and earning salary.

Both parties have adduced their evidence and submitted their arguments in writing.

4. On behalf of the 2nd Party their Assistant Manager was examined as a witness. Through him attested copy of the 'B Register' pertaining to the 1st Party was marked as Ex M-1. Accordingly, his date of Birth is still maintained as 10.10.1946. During cross examination, the witness identified the Photostat copies of the documents confronted to him as Ex W-1 to Ex W-5. Ex W-1 the Application Form for Employees Welfare Trust of the 2nd Party. Ex W-2 is the judgment of the Hon'ble High Court in the matter of Smt. K. Dundamma vs MML (supra). Ex W-3 is the judgment of the Division Bench of the Hon'ble High Court in rejecting the appeal preferred by the Management challenging the order at Ex W-2. Ex W-4 is the common order passed by the Hon'ble High Court in the Writ Petitions filed by similarly placed employees of the 2nd Party whereby the order of termination which were under challenge were all quashed. Ex W-5 is the Office order dated 22.08.2008 extending the superannuation of its employees from 58 years to 60 years.

It was brought out during the cross examination of the witness that no safety measures and welfare provisions as required by the Mines Rules are provided for the Mining workers; in the year 1995-1996 the 2nd Party entrusted the Mining work to a Private Company and suffered loss of 21 crores in Shimoga and Hassan Districts; having suffered loss they decided to reduce the number of workers and Medical Examination of the mining workers was resorted. The 2nd Party has its own Certified Standing Order i.e., Mysore Mineral Limited Officers and Employees' Conditions of Service Conduct and Disciplinary Proceedings Rules.

5. As per clause 18.3 of the Certified Standing Orders of the 2nd Party, the change in the date of birth as entered in the Company's Statutory Record can only be effected by a judgment of a Competent Court. Had if his service was not interrupted, he would have continued in service up to his superannuation i.e. upto October 2004. Admittedly it was an en-masse termination of employees on the ground of superannuation or physical unfitness. The Hon'ble High Court has already quashed similar Medical Certificates issued to the employees.

6. Except the self-serving statement of MW-1 no document is placed on record that the Medical Examination is conducted by the qualified Doctors in accordance with the Rule 29-B of the Mines Rules 1955. The disputed Medical Certificate is not made available by both parties. There is no documentary proof that the 1st Party was informed to prefer an appeal before the Appellate Medical Board if he was aggrieved by the Medical Report. The 2nd Party without addressing the question raised by the 1st Party workman against illegal Medical Examination would contend that having accepted the terminal benefits and having severed his relationship, his claim cannot be sustained.

7. MW-1 during cross examination though admitted that there are Statutory Reports like, Provident Fund Register (pertaining to the employees) no such document was produced and the witness was ignorant as to whether change of age as per the medical certificate was intimated to the EPF Authority; He further admitted that the termination order was not annexed with the medical certificate which is in dispute in this reference. There was no evidence from the 2nd Party regarding the age of the 1st Party as assessed by the Medical Officer or the opinion of the Medical Officer about his medical unfitness. The 1st Party due to ignorance, illiteracy or for want of information might not have challenged the Medical Report before the Appellate Medical Board, but that cannot legalise the action of premature superannuation / termination effected on the basis of Medical Report which was basically not in consonance with the procedure contemplated in rules (supra) applicable to them.

8. The action of the 2nd Party is not justified for another reason also that, they being the establishment having workforce exceeding thousands if were to retrench the workmen due to their financial crunch, they could not have done so, without complying the mandate of section 25-N of 'the Act', which they have omitted. If the refusal of employment to the workman is to be termed as retirement, it is a pre-retirement at the pleasure of the employer which is definitely illegal. If it is to be termed as retrenchment then also it is vitiated for not complying the mandatory provisions of section 25-F, G, H and N of 'the Act'. Wherefore the action of the 2nd Party in terminating his service /premature superannuating of the services of 1st Party workman w.e.f 27.06.1998 is neither justified nor legal.

9. Having held that the termination / premature superannuation is illegal, the next question is, the relief that could be moulded in favour of the Legal Heir of the deceased.

10. On one side there is the cause of the 1st Party workman who lost his avocation, in the mid-way of his career by curtailing his service by 6 years, on the other side there is evidentiary material that, he had accepted the terminal benefits and did not challenge his illegal removal for 9 years. There appears to be some merit in the contention of the 2nd Party that, inspired by the judgment of the Hon'ble High Court in W.P No. 5615/2001 and other cases he raised the present dispute. However, a balance is to be struck between the two. The 2nd Party has to be reminded that an aggrieved workman cannot be non-suited from the reliefs available under the Welfare Legislature of the I.D Act 1947 for delay in raising Industrial Dispute. Moreover, the reference order on its legality was not challenged by the 2nd Party before the Appropriate Forum. In the opinion of this Tribunal, ends of justice would be met by awarding a lump sum compensation of Rs. 50,000/- (Rupees Fifty Thousand Only) to Sh. S. Rangaswamy Son of late Sh. N Siddegowda on production of proper documents for his identity.

AWARD

The reference is accepted.

The action of the 2nd Party Management MML in terminating the services / premature superannuating of the services of Sh. N Siddegowda w.e.f. 27.06.1998 is not justified.

The 2nd Party is directed to pay Rs. 50,000/- (Rupees Fifty Thousand Only) to Sh. S Rangaswamy son of deceased 1st Party workman Sh. N. Siddegowda within 2 months from the date of publication of the Award in the Official Gazette, failing which the amount shall carry future interest at the rate of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलूर पंचाट (संदर्भ संख्या 44/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/55/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/55/2006-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE****DATED :** 20TH JANUARY 2020**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 44/2007****I Party**Sh. Mahalingegowda,
Since deceased by LR's,**II Party**The Managing Director,
Mysore Minerals Limited,
NO. 39, M.G. Road,
BANGALORE – 560001.

1. Smt. Gowramma,
W/o Late. Mahalingegowda,
- 1a) Sh. Masthi Gowda,
S/o Late. Mahalingegowda,
- 1b) Sh. Bore Gowda,
S/o Late. Mahalingegowda,
- 1c) Smt. Doddamma,
D/o Late. Mahalingegowda,
Residing at,
Honnamarana Village,
Jamboor post,
Nugge Halli Hobli,
Channarayapatna Taluk,
Hassan District - 573 131.

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. L.Venkatarama Reddy

AWARD

The Central Government vide Order No. L-29012/55/2006-IR(M) dated 07.03.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Mysore Minerals Limited is justified in terminating the services/premature superannuating of the services of Sh. Mahalingegowda w.e.f. 22.05.1998? If not, to what relief the workman is entitled to?”

1. The dispute was raised by the 1st Party workman Sh. Mahalingegowda, who is now expired and represented by his Wife and three Children / Class-I Legal heirs.

The claim of the 1st Party is, he joined the service of the 2nd Party on 13.03.1982 at its Mining Unit viz., Jamboor Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining worker. His date of birth is 13.03.1950 as per the Horoscope maintained by his parents; same is accepted by the 2nd Party for the purpose of all the Statutory Records. Though he was entitled to continue in service up to 13.03.2008, on subjecting him to medical examination, the 2nd Party refused employment on 22.05.1998 on the ground he has reached superannuation. The Medical Certificate is illegal, and Medical Examination is not held in accordance with the Mining Rules 1955-29(C) i.e., by a doctor of the rank of Assistant Surgeon. His signature is obtained by the 2nd Party Officials on several applications. Several of his co-workers are also terminated on the medical ground of unfitness or over age. One such co-employee namely Smt. K Dundamma preferred a Writ Petition No. 5615/2001 (S-RES) before the Hon'ble High Court of Karnataka, same was allowed on 29.03.2001. The Writ Appeal No. 3460/2001 connected with 3459/2001 preferred against the said order in W.P No. 5615/2001(S-RES) came to be rejected on 12.06.2002. The Employee/ Writ Petitioner prematurely retired was reinstated with back wages and continuity of service. Writ Petitions filed by similarly placed employees in Writ

Petition Nos. 26101/2001 C/W W.P No. 23798/2001, 23797/2001 & 23794/2001 against the very same Management were also allowed. The Medical Reports and orders of termination were quashed with a cost payable by the Employer / Mysore Minerals Limited.

2. It is further claimed that, the action of the 2nd Party in terminating the services of the workman prematurely amounts to retrenchment within the meaning of Section 2(oo) of 'the Act', but without following mandatory provisions of Sec 25(F)(G)(H) and (N) of I.D Act of 1947. The 2nd Party has also violated its own Certified Standing Orders i.e. Mysore Minerals Limited Officers and Employees Conditions of Service, Conduct and Disciplinary Proceedings Rules/Clause, 18 & 24. The workman's Date of birth is not changed by the 2nd Party in the statutory records. The termination order is liable to be set aside with consequential monetary benefits.

3. The counter case of the 2nd Party is,

that the dispute raised is time barred. 1st Party was given 30 days' time to prefer the appeal before the Appellate Medical Board as per rules, but he did not avail the opportunity extended to him. Inspired by the judgments of the Hon'ble High Court in W.P No. 5615/2001 and 26101/2001, he has raised the dispute after a lapse of considerable length of time. The Medical Examination of all the employees and workers working at the Mines Unit was arranged in the year 1997-98 as per the Mines Rules 1955. A team of qualified and Senior Medical Officers from Hutti Gold Mines Limited carried out Medical Examination. He was found aged more than 58 years as per Medical Report. Hence, it was decided to terminate him from service. The 2nd Party Management relieved him from service on the ground of superannuation by settling his terminal benefits. He has received the terminal benefits i.e. EPF, gratuity, leave pension and settled the matter with the 2nd Party without any protest and without any grievance of his rights, hence has no right to raise the dispute. As on the date of reference there was no relationship of employer and employee between the parties. Hence, the reference is bad in law. He is gainfully employed and earning salary.

Both parties have adduced evidence and submitted their arguments in writing.

4. On behalf of the 2nd Party their Assistant Manager was examined as a witness. Through him attested copy of the 'B Register' pertaining to the 1st Party was marked as Ex M-1. Accordingly, his age is mentioned as 32 years. During cross examination, the witness identified the Photostat copies of the documents confronted to him as Ex W-1 to Ex W-5. Ex W-1 the Application Form for Employees Welfare Trust of the 2nd Party. Ex W-2 is the judgment of the Hon'ble High Court in the matter of Smt. K. Dundamma vs MML (supra). Ex W-3 is the judgment of the Division Bench of the Hon'ble High Court in rejecting the appeal preferred by the Management challenging the order at Ex W-2. Ex W-4 is the common order passed by the Hon'ble High Court in the Writ Petitions filed by similarly placed employees of the 2nd Party whereby the order of termination which were under challenge were all quashed. Ex W-5 is the Office order dated 22.08.2008 extending the superannuation of its employees from 58 years to 60 years.

It was brought out during the cross examination of the witness that no safety measures and welfare provisions as required by the Mines Rules are provided for the Mining workers; in the year 1995-1996 the 2nd Party entrusted the Mining work to a Private Company and suffered loss of 21 crores in Shimoga and Hassan Districts; having suffered loss they decided to reduce the number of workers and Medical Examination of the mining workers was resorted. The 2nd Party has its own Certified Standing Order i.e., Mysore Mineral Limited Officers and Employees' Conditions of Service Conduct and Disciplinary Proceedings Rules.

5. As per clause 18.3 of the Certified Standing Orders of the 2nd Party, the change in the date of birth as entered in the Company's Statutory Record can only be effected by a judgment of a Competent Court. Had if his service was not interrupted, he would have continued in service up to his superannuation i.e. upto March 2008. Admittedly it was an en-masse termination of employees on the ground of superannuation or physical unfitness. The Hon'ble High Court has already quashed similar Medical Certificates issued to the employees.

6. Except the self-serving statement of MW-1 no document is placed on record that the Medical Examination is conducted by the qualified Doctors in accordance with the Rule 29-B of the Mines Rules 1955. The disputed Medical Certificate is not made available by both parties. There is no documentary proof that the 1st Party was informed to prefer an appeal before the Appellate Medical Board if he was aggrieved by the Medical Report. The 2nd Party without addressing the question raised by the 1st Party workman against illegal Medical Examination would contend that having accepted the terminal benefits and having severed his relationship, his claim cannot be sustained.

7. MW-1 during cross examination though admitted that there are Statutory Reports like, Provident Fund Register (pertaining to the employees) no such document was produced and the witness was ignorant as to whether change of age as per the medical certificate was intimated to the EPF Authority; he further admitted that the termination order was not annexed with the medical certificate which is in dispute in this reference. There was no evidence from the 2nd Party regarding the age of the 1st Party as assessed by the Medical Officer or the opinion of the Medical Officer about his medical unfitness. The 1st Party due to ignorance, illiteracy or for want of information might not have challenged the Medical Report before the Appellate Medical Board, but that cannot legalise the action of premature superannuation / termination effected on the basis of Medical Report which was basically not in consonance with the procedure contemplated in rules (supra) applicable to them.

8. The action of the 2nd Party is not justified for another reason also that, they being the establishment having workforce exceeding thousands if were to retrench the workmen due to their financial crunch, they could not have done so, without complying the mandate of section 25-N of 'the Act', which they have omitted. If the refusal of employment to the workman is to be termed as retirement, it is a pre-retirement at the pleasure of the employer which is definitely illegal. If it is to be termed as retrenchment then also it is vitiated for not complying the mandatory provisions of section 25-F, G, H and N of 'the Act'. Wherefore the action of the 2nd Party in terminating his services / premature superannuating of the services of 1st Party w.e.f 22.05.1998 is neither justified nor legal.

9. Having held that the termination / premature superannuation is illegal, the next question is, the relief that could be moulded in favour of the Legal Heirs of the deceased.

10. On one side there is the cause of the 1st Party workman who lost his avocation, in the mid-way of his career by curtailing his service by 10 years, on the other side there is evidentiary material that, he had accepted the terminal benefits and did not challenge his illegal removal for 9 years. There appears to be some merit in the contention of the 2nd Party that, inspired by the judgment of the Hon'ble High Court in W.P No. 5615/2001 and other cases he raised the present dispute. However, a balance is to be struck between the two. The 2nd Party has to be reminded that an aggrieved workman cannot be non-suited from the reliefs available under the Welfare Legislature of 'the Act' for delay in raising Industrial Dispute. Moreover, the reference order, on its legality was not challenged by the 2nd Party before the Appropriate Forum. In the opinion of this Tribunal, ends of justice would be met by awarding a lump sum compensation of Rs. 1,00,000/- (Rupees One Lakh Only) to Smt. Gowramma wife of deceased workman Sh. Mahalingegowda.

AWARD

The reference is accepted.

The action of the 2nd Party Management / MML in terminating the services / premature superannuating of the services of Sh. Mahalingegowda w.e.f. 22.05.1998 is not justified.

The 2nd Party is directed to pay Rs. 1,00,000/- (Rupees One Lakh Only) to Smt. Gowramma wife of deceased 1st Party workman Sh. Mahalingegowda within 2 months from the date of publication of the Award in the Official Gazette, failing which the amount shall carry future interest at the rate of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर पंचाट (संदर्भ संख्या 106/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/44/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/44/2006-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 20TH JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 106/2007

I Party

Sh. K.R. Shivanna,
S/o Late Raangaiah,
Kembalu Village & Post,
Bagur Hobli,
Channarayapatna Taluk,
Hassan Distt.
(Karnataka)

II Party

The Managing Director,
Mysore Minerals Limited,
NO. 39, M.G. Road,
Bangalore – 560001.

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. T.K. Vedomurthy

AWARD

The Central Government vide Order No. L-29012/44/2006-IR(M) dated 23.08.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Mysore Minerals Limited in terminating the services of Sh. K. R. Shivanna w.e.f. 15.03.1990 is just and legal? If not, to what relief the workman is entitled?”

1. The case of the 1st Party is, he joined the service of the 2nd Party on 01.03.1982 at its Mining unit viz., Bhakathara Halli Chromite Mines and later transferred to Kollegala Granite Mines, Mysore District as a Mining Worker. During March 1990 he availed few days of sick leave since he suffered Jaundice. He took treatment in local medicine. He requested official of the 2nd Party to sanction leave. He reported to duty but without sanctioning sick leave the 2nd Party refused employment and informed him that his service is terminated w.e.f 15.03.1990. They have not issued termination order. The action of the 2nd Party is illegal and against the provisions of 'the Act'.

2. The 2nd Party filed their counter statement to the effect that his claim is belated. He was very much irregular in attending the duty and remained continuously absent without leave or permission; in view of the irregularity committed by him 2nd Party after conducting enquiry issued termination order dated 15.03.1990; at no point of time he requested for recalling the order of termination till the date of filing the claim petition.

3. The 2nd Party adduced evidence of their Law Officer who reiterated the case of the 2nd Party, though tendered for cross examination 1st Party did not come forward to cross examine him.

1st Party has adduced evidence reiterating his claim allegations and produced 2 documents Ex W-1 and Ex W-2. Ex W-1 is the representation of the Management before the Conciliation Officer wherein they had stated that considering his long unauthorised absence to duty from 07.09.1989 and his failure to attend the

enquiry fixed on 16.02.1990 and 15.03.1990, his service was terminated w.e.f 15.03.1990. Ex W-2 is the Office order dated 22.08.2008 extending the age of superannuation in the 2nd Party from 58 years to 60 years.

4. It was the termination of 1990 and the dispute is raised after a much delay of 17 long years. The 2nd Party adduced evidence through their witness MW-1 on 05.11.2014 after a time gap of 7 years. That speaks by itself the reason for the 2nd Party for not producing documentary proofs in support of their case. In the absence of cross examination to the witness controverting his examination in chief evidence, I am impressed to hold that the punishment of termination imposed on Sh. K R Shivanna w.e.f. 15.03.1990 by the 2nd Party is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलूर पंचाट (संदर्भ संख्या 108/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/49/2006-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/49/2006-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 20TH JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 108/2007

I Party

Sh. K.N. Nanjundegowda,
S/o Ninge Gowda,
Kembal Village & Post,
Bagur Hobli,
Channarayapatna Taluk,
Hassan Distt. - 573 111
(Karnataka)

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. T.K. Vedamurthy

II Party

The Managing Director,
Mysore Minerals Limited,
NO. 39, M.G. Road,
BANGALORE – 560001.

AWARD

The Central Government vide Order No. L-29012/49/2006-IR(M) dated 23.08.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Mysore Minerals Limited in terminating the services Sh. K. N. Nanjundegowda w.e.f. 02.03.1994 is just and legal? If not, to what relief the workman is entitled?”

1. The claim of the 1st Party is, he joined the service of the 2nd Party on 26.06.1980 at its Mining Unit viz., Byrapura Chromite Mines as a Mining worker and subsequently promoted as Blaster. In the year 1993 along with his co-workers he requested the Officials of the 2nd Party to provide uniform, since for the past 2 years they had failed to provide uniform. But the 2nd Party twisted the situation and filed a Complaint before Nuggehalli Police Station against him and the co-workers. The accused were Charge Sheeted in C.C No. 1079/1993, 2nd Party refused employment to him and his co-workers on 02.03.1994. The Criminal Case was compromised on 19.08.1996, still they did not reinstate the 1st Party into service. He is the only bread earner of the Family. The action of the 2nd Party is highly illegal and irregular.

2. The counter case of the 2nd Party is, He was made to undergo Medical Examination conducted by the 2nd Party Management as per the request made by Employees Union, as per the Medical Report a wound was found on his left hand; he was terminated on the ground of medical unfitness. At no point of time he requested the 2nd Party Management to recall the termination till the time of filing claim petition.

Both parties have adduced their evidence.

3. MW-1 in his affidavit stated that due to the acute ill health of the 1st Party his service had to be terminated; he was absolutely physically unfit and not in a position to discharge his duty; 2nd Party has settled all terminal benefits, having accepted the terminal benefits he has tried the petition after inordinate delay. Since 1st Party did not come forward to cross examine the witness, he was discharged.

During the rebuttal evidence the 1st Party reiterated his claim allegations; he has produced two documents Ex W-1 and Ex W-2. Ex W-1 is the final order passed in the Criminal Case whereby the joint compromise petition filed by the complainant and the accused person under sec 320(1) of Cr.P.C was accepted and the accused were acquitted of the charges under Sec 320(8) of Cr.P.C. Ex W-2 is the office order dated 22.08.2008 passed by the 2nd Party extending the age of superannuation from 58 years to 60 years. His cross examination did not bring any benefit to the 2nd Party.

4. Of course, there is no documentary proof about the Medical Examination conducted by the 2nd Party and the Medical Report which found him unfit to serve the 2nd Party anymore. It was the termination of 1994 and the dispute is raised after a much delay of 13 long years. MW-1 adduced evidence on 08.11.2016 there was a time gap of 9 years. That speaks by itself the reason for the 2nd Party for not producing documentary proofs in support of their case. In the absence of cross examination to the witness controverting his examination in chief evidence, I am impressed to hold that the punishment of termination of the 1st Party Sh. K N Nanjundegowda w.e.f. 02.03.1994 by the 2nd Party is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर पंचाट (संदर्भ संख्या 160/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/51/2007-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 160/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/51/2007-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 20TH JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 160 /2007

I Party

Sh. H. N Siddaraju,
S/o Late Nanjegowda,
Hullekere Village & Post,
Gandasi Hobli, Arasikere Taluk,
Hassan Distt. - 573 119.
(Karnataka)

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M.G. Road,
BANGALORE – 560001.

Appearance

Advocate for I Party : Mr. K. T. Govinde Gowda

Advocate for II Party : Mr. T.K. Vedamurthy

AWARD

The Central Government vide Order No. L-29012/51/2007-IR(M) dated 17.12.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the punishment of dismissal imposed on Sh. H.N. Siddaraju with retrospective effect from 10.05.1999 by the management of Mysore Minerals Limited is justified? If not, to what relief the workman is entitled to?”

1. The case of the 1st Party is, he joined the service of the 2nd Party on 01.07.1988 at its Mining unit viz., Haladahalli Chromite Mines, Arasikere Taluk, Hassan District as a Mining Worker. During the year 1998 he availed few days of sick leave. His sickness turned into jaundice. He took treatment in local medicine. He requested official of the 2nd Party to sanction leave from 1998 till his recovery. He reported to duty on 10.05.1999; without sanctioning sick leave the 2nd Party refused employment. Though he used to appear for

Mine Work he was not provided work. He was orally informed on 10.05.1999 that they have terminated his service. The action of the 2nd Party is illegal and against the provisions of 'the Act'.

2. The 2nd Party filed their counter statement to the effect that his claim is belated, he was very much irregular in attending the duty and remained continuously absent without leave or permission; he was made to undergo Medical Examination conducted by the 2nd Party Management upon request made by Employees Union as per Medical Report he was physically unfit to discharge his duties. In view of his unfitness, as per Doctor's Report he was issued termination order dated 10.05.1999, at no point of time he requested for recalling the order of dismissal till the date of filing the claim petition.

3. The 2nd Party adduced evidence of their Law Officer who reiterated the case of the 2nd Party, though tendered for cross examination 1st Party did not come forward to cross examine him.

There is no rebuttal evidence from the side of the 1st Party workman.

4. Of course, there is no documentary proof about the Medical Examination conducted by the 2nd Party and the Medical Report which found him unfit to serve the 2nd Party anymore. It was the termination of 1999 and the dispute is raised after a much delay of 8 long years. The witness adduced evidence on 08.11.2016 there was a time gap of 9 years. That speaks by itself the reason for the 2nd Party for not producing documentary proofs in support of their case. In the absence of cross examination to the witness controverting his examination in chief evidence and also the 1st Party since did not prosecute his claim diligently by placing evidentiary material, I am impressed to hold that the punishment of dismissal imposed on Sh. H N Siddaraju with retrospective effect from 10.05.1999 by the 2nd Party is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर पंचाट (संदर्भ संख्या 30/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/7/2008-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/7/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE****DATED :** 20TH JANUARY 2020**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer**CR 30/2008****I Party**

Sh. P. Kumar,
S/o Sh. Putta Bhovi,
Kurubara Road,
Shantigrama Village & Post Hobli,
Hassan Taluk & Distt - 573 220.
(Karnataka)

II Party

The Managing Director,
Mysore Minerals Limited,
NO. 39, M.G. Road,
BANGALORE – 560001.

Appearance

Advocate for I Party : Mr. K. T. Govinde Gowda

Advocate for II Party : Mr. T. K. Vedamurthy

AWARD

The Central Government vide Order No. L-29012/7/2008-IR(M) dated 02.04.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the termination of Sh. P. Kumar by the management of Mysore Minerals Limited w.e.f. 20.10.1998 is justified? If not, to what relief the workman is entitled to?”

1. The case of the 1st Party is, he joined the service of the 2nd Party on 23.10.1987 at its Mining unit viz., Bettadapura Multi Colour Granite Mines thereafter he was transferred to Dodda Mudavadi Granite Mines from there to G.C.P Unit, Hassan Town. During 1998 he availed few days of sick leave since he suffered Typhoid and other types of diseases w.e.f 20.10.1998 to 20.05.1999. From 1998 till this date 2nd Party G.C.P Unit is under lay-off. In spite of this he had promptly informed about his sickness to the 2nd Party Superior Officers. When he reported to duty along with Medical fitness Certificate he was not permitted to work, instead the officials of the 2nd Party obtained his signatures on various papers on the pretext of making payment of Bonus for the accounting year 1995, but they have not paid the Bonus. Before the Conciliation Officer the officials told that his service is terminated w.e.f 12.05.1999; they have not issued show cause notice / charge sheet and have not held Domestic Enquiry into charges. They have served the termination order dated 12.05.1999 on him, on 08.06.1999 stating that his service is terminated with retrospective effect from 20.10.1998. The action of the 2nd Party is highly illegal and irregular.

2. The 2nd Party filed their counter statement to the effect that his claim is belated, he was very much irregular in attending the duty and remained continuously absent without leave or permission. If at all Mines Manager obtained the signature on blank paper, he should have taken necessary action against the Manager. In view of the irregularity committed by him 2nd Party after conducting Medical Examination issued termination order dated 12.05.1999, at no point of time he requested for recalling the order of termination till the date of filing the claim petition.

3. Both parties have adduced evidence.

The 2nd Party adduced evidence of their Law Officer / MW-1 who reiterated the case of the 2nd Party, though tendered for cross examination 1st Party did not come forward to cross examine him.

1st Party has adduced evidence reiterating his claim allegations and produced 2 documents Ex W-1 and Ex W-2. Ex W-1 is the Termination order dated 12.05.1999. Ex W-2 is the Office order dated 22.08.2008 extending the age of superannuation in the 2nd Party from 58 years to 60 years.

4. As per Ex W-1 the workman remained unauthorisedly absent w.e.f 20.10.1998; several memos were issued to him directing him to report to duty immediately, failing which Disciplinary Action would be initiated under the Certified Standing Order of the Company, but the workman neither reported to duty nor submitted his explanation. Enquiry was ordered by appointing Enquiry Officer though several opportunities were extended he did not attend the enquiry nor submit explanation for his inability to attend the enquiry. He had

acknowledged the receipt of enquiry notices; the Enquiry Officer concluded enquiry on 14.01.1999 placing him ex-parte; Enquiry Report was submitted holding the workman guilty of unauthorised absence from duty w.e.f 20.10.1998 which is construed as serious misconduct as per clause 11(2)(e) of the Certified Standing Orders of the Company.

5. It was the termination of 1998 and the dispute is raised after a much delay of 10 long years. The 2nd Party adduced evidence through their witness MW-1 on 08.11.2016 after a time gap of 8 years. That speaks by itself the reason for the 2nd Party in not producing the Enquiry Records in support of their case. In the absence of cross examination to the witness controverting his examination in chief evidence, I am impressed to hold that the punishment of termination imposed on Sh. P. Kumar with effect from 20.10.1998 by the 2nd Party is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर पंचाट (संदर्भ संख्या 31/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.01.2020 को प्राप्त हुआ था।

[सं. एल-29012/31/2008-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 28.01.2020.

[No. L-29012/31/2008-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 20TH JANUARY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

CR 31 /2008

I Party

Sh. Manjegowda,
S/o Late Sh. Doddegowda,
Bageshpura Village & Post,
Gandasi Hobli,
Arasikere Taluk,
Hassan District - 573 119
(KARNATAKA)

II Party

The Managing Director,
Mysore Minerals Limited,
NO. 39, M.G. Road,
BANGALORE – 560001.

Appearance

Advocate for I Party : Mr. K.T. Govinde Gowda

Advocate for II Party : Mr. T.K. Vedamurthy

AWARD

The Central Government vide Order No. L-29012/31/2008-IR(M) dated 02.04.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the order of dismissal imposed on Sh. Manjegowda by the management of Mysore Minerals Limited w.e.f. 01.01.1998 is justified? If not, to what relief the workman is entitled to?”

1. The case of the 1st Party is,

he joined the service of the 2nd Party on 01.01.1998 at its Mining unit viz., Bageshpura Mines, Arasikere Taluk, as a Mining Worker. On 01.01.1998 he availed 7 months of sick leave. His sickness turned into jaundice. When he reported to duty he was not permitted to work, they handed over the dismissal order dated 06.07.1998 on 20.07.1998 without sanctioning the sick leave 2nd Party terminated his service; the order is passed from retrospective date, the 2nd Party by their action have violated various provisions of Industrial Dispute Act and their own Certified Standing Order. The order of dismissal is illegal, mala fide and not justifiable in law.

2. The 2nd Party filed their counter statement to the effect that his claim is belated. He was sleeping in the office regularly hence was suspended and thereafter terminated after due enquiry. All other allegations levelled against the 2nd Party in the claim statement are denied. At no point of time he requested for recalling the order of dismissal till the date of filing the claim petition.

3. Both parties have adduced evidence.

The 2nd Party adduced evidence of their Law Officer / MW-1 who reiterated the case of the 2nd Party, though tendered for cross examination 1st Party did not come forward to cross examine him.

1st Party has adduced evidence reiterating his claim allegations and produced 2 documents Ex W-1 and Ex W-2. Ex W-1 is the Dismissal order dated 06.07.1998. Ex W-2 is the Office order dated 22.08.2008 extending the age of superannuation in the 2nd Party from 58 years to 60 years.

4. As per Ex W-1 the workman remained unauthorisedly absent w.e.f 01.01.1998; several memos were issued to him directing him to report to duty immediately, failing which Disciplinary Action would be initiated under the Certified Standing Order of the Company, but the workman neither reported to duty nor submitted his explanation. Enquiry was ordered by appointing Enquiry Officer, the Enquiry Officer fixed the enquiry to 28.04.1998, during the course of the enquiry he pleaded guilty of the charge of having remained absent from duty unauthorisedly; the Enquiry Officer accordingly, submitted the report holding the workman guilty of the charge of long unauthorised absence which is construed as serious misconduct as per clause 11(2) (e) of the Certified Standing Orders of the Company. The Disciplinary Authority of the Company / Managing Director endorsing the Enquiry Report dismissed the workman for his unauthorised absence from duty w.e.f 01.01.1998.

5. The punishment order since produced by the workman he was fully aware of its contents, still there is not even a spell in his claim statement or evidence controverting the contents of the said punishment order. It was the termination of 1998 and the dispute is raised after a much delay of 10 long years. The 2nd Party adduced evidence through their witness MW-1 on 08.11.2016 after a time gap of 8 years. That speaks by itself the reason for the 2nd Party for not producing the Enquiry Records in support of their case. In the absence of cross examination to the witness controverting his examination in chief evidence I am impressed to hold that the punishment of dismissal imposed on Sh. Manjegowda w.e.f. 01.01.1998 by the 2nd Party is justified.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 20th January, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुम्बई पंचाट (संदर्भ संख्या 88/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.01.2020 को प्राप्त हुआ था।

[सं. एल-11012/2/2009-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/2009) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 17.01.2020.

[No. L-11012/2/2009-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO. CGIT-2/88 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF AIRPORT AUTHORITY OF INDIA

Sr. Manager (Pers) SG,
Airport Authority of India
Personnel Department, Chhatrapati Shivaji
International Airport, Vile Parle [E],
Mumbai – 400 099.

AND

THEIR WORKMEN

Ms. Subhadra Sopan Shete,
Bldg. No. 7, R. No. 5, New F Line Colony,
Airport Colony, Berman Wada,
Mumbai – 400 099.

APPEARANCES:

FOR THE EMPLOYER : Ms. Geeta Raju, Advocate
FOR THE WORKMEN : Mr. A. M. Maurya, Advocate

Mumbai, dated the 31st December, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-11012/2/2009 – IR (M) dated 15.12.2009. The terms of reference given in the schedule are as follows :

“Whether the action of Airport Authority of India, Mumbai retiring the workman Smt. Subhadra Sopan Shete, w.e.f. 31.12.2008 amounts to pre-mature retirement ? If So, what relief the workman is entitled to ?

2. After the receipt of the reference, both the parties were served with the notices.

3. The concerned workman has filed application Ex.45. She wants to withdraw the reference
4. In view of order on Ex. 45, reference is withdrawn and hence disposed of. Hence order.

ORDER

Reference is withdrawn and hence disposed of.

Date: 31.12.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर पंचाट (संदर्भ संख्या 48/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.01.2020 को प्राप्त हुआ था।

[सं. एल-30012/4/2002-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2017) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hindustan Petroleum Corporation Limited and their workman, which was received by the Central Government on 16.01.2020.

[No. L-30012/4/2002-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी.
प्रकरण सं. 48 /2017

रेफरेन्स नं. L-30012/4/2002-IR(M) दिनांक 12/12/2017

पीठासीन अधिकारी : राधामोहन चतुर्वेदी, गणपत लाल मीणा पुत्र श्री रामनारायण
निवासी जुनेवाल की ढाणी,
सीतापुरा रेलवे क्रॉसिंग के पास,
सांगानेर, जिला — जयपुर।

बनाम

1. डिपो मैनेजर,
हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि.,
सीतापुरा, सांगानेर, जयपुर।
2. प्रबन्धक, हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि.,
क्षेत्रीय कार्यालय, तेल भवन,
सहकार मार्ग, ज्योति नगर,
जयपुर।

प्रार्थी की ओर से : श्री राजेन्द्र वैश्य — अभिभाषक

अप्रार्थी की ओर से : श्री डी.एन. शर्मा, — अभिभाषक

: अधिनिर्णय :

दिनांक : 27.12.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 12.12.2017 को औद्योगिक विवाद अधिनियम 1947 की धारा 10 (1) (क) व (2A) (जिसे आगामी चरणों में अधिनियम कहा जायेगा) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में निम्नांकित औद्योगिक विवाद इस अधिकरण को अधिनिर्णयन हेतु प्रेषित किया गया :-

“क्या श्री गणपत लाल मीणा पुत्र श्री राम नारायण मीणा की सेवा समाप्ति दिनांक 01.03.2001 से प्रबंधन द्वारा किये जाना न्यायसंगत एवं वैध है? अगर नहीं तो कर्मकार किस लाभ का हकदार है और किस तिथि से ?”

2. उपर्युक्त संदर्भित विवाद इस अधिकरण में प्राप्त होने पर उभयपक्ष को आहूत किया गया। प्रार्थी को दावे का अभिकथन प्रस्तुत करने का निर्देश दिया गया।

3. दिनांक 29.12.2017 को प्रार्थी ने दावे का अभिकथन प्रस्तुत किया जिसके संक्षिप्त तथ्य इस प्रकार हैं। प्रार्थी ने विपक्षी के अधीन दिनांक 5.7.97 से 1.3.2001 तक 3 वर्ष 8 माह कार्य किया। विपक्षीगण ने मौखिक रूप से अधिनियम के प्रावधानों का उल्लंघन करते हुए उसे नौकरी से हटा दिया। प्रार्थी ने समझौता अधिकारी जयपुर के समक्ष दिनांक 16.5.2001 को वाद प्रस्तुत किया, किन्तु केन्द्र सरकार ने अपने आदेश दिनांक 11.6.2002 द्वारा प्रार्थी के विवाद को न्यायनिर्णयन हेतु प्रेषित नहीं किया। तत्पश्चात माननीय राजस्थान उच्च न्यायालय द्वारा पारित आदेश दिनांक 24.10.2017 के अनुपालन में 12.12.2017 को यह विवाद अधिकरण को प्रेषित किया गया। प्रार्थी को 5.7.97 को विपक्षी संख्या 1 ने भर्ती प्रक्रिया अपनाते हुए नियुक्ति दी थी। प्रार्थी को माह अगस्त 98 से उसके कार्य के अतिरिक्त ड्राईवर का कार्य भी दिया गया। प्रार्थी लाईसेन्स धारक चालक है। प्रार्थी से 10-12 घण्टे ड्राईवर का कार्य बिना किसी साप्ताहिक अवकाश के लिया जा रहा है। प्रार्थी को निश्चित वेतन 2300 रुपये मिलता था। प्रार्थी को वेतन कभी वाउचर द्वारा, कभी नकद तो कभी डिमाण्ड ड्राफ्ट द्वारा भुगतान किया गया। प्रार्थी को 2500 रुपये का भुगतान एकबार गाड़ी सफाई के नाम पर किया गया। दिनांक 1.3.2001 को प्रार्थी को विपक्षी ने कार्य पर लेने से मना कर दिया। प्रार्थी के स्थान पर एक अन्य ड्राईवर को रख लिया गया। दिनांक 1.3.2001 को सेवासमाप्त करने पर प्रार्थी को कोई नोटिस, नोटिस वेतन एवं छंटनी मुआवजा नहीं दिया गया। प्रार्थी से कनिष्ठ व्यक्ति को वाहन पर नियोजित कर लिया गया। इस प्रकार विपक्षी ने अधिनियम की 25 (एफ), (जी), (एच) तथा नियम 77 व 78 के प्रावधानों का उल्लंघन किया है। अतः सेवासमाप्ति दिनांक 1.3.2001 को अपास्त करते हुए प्रार्थी को सेवा में निरन्तरता एवं समस्त वेतन परिलाभों सहित सेवा में बहाल किया जावे।

4. विपक्षीगण ने दि. 27.8.19 को वादोत्तर प्रस्तुत करते हुए दावे के कथनों को अस्वीकार किया। उनका कथन है कि प्रार्थी को अगस्त 98 से जनवरी 1999 तक आवश्यकतानुरूप ड्राईवर पद पर मैसर्स एफ.आई.आर.एन. नामक ठेकेदार द्वारा नियुक्त किया गया था और उसी के द्वारा प्रार्थी को वेतन भुगतान किया जाता था। प्रार्थी और विपक्षी के मध्य कर्मकार और नियोजक के सम्बन्ध नहीं है इसलिये विपक्षी के पास प्रार्थी को वेतन भुगतान किये जाने का कोई अभिलेख भी अस्तित्व में नहीं है। विपक्षीगण के आधिपत्य में प्रार्थी द्वारा वांछित प्रलेख नहीं है। विपक्षीगण का ठेकेदार पर कोई प्रशासनिक एवं अनुशासनिक नियन्त्रण नहीं है। विपक्षीगण की नियोजन हेतु निर्धारित प्रक्रिया है। प्रार्थी को किसी प्रकार विपक्षीगण द्वारा नियोजित नहीं किया गया। विपक्षीगण ने यदा कदा आवश्यकता होने पर एफ.आई.आर.एन. कम्पनी के कर्मचारी (प्रार्थी) से उनके वाहन को चलवाने का कार्य किया जिसका भुगतान रसीद के माध्यम से किया गया। इस प्रकार भुगतान के हो जाने से प्रार्थी विपक्षीगण का कर्मचारी होना नहीं माना जा सकता। विपक्षीगण ने अधिनियम के किसी प्रावधान का कोई उल्लंघन नहीं किया है। अतः वाद निरस्त किया जावे।

5. तत्पश्चात प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी गणपत लाल मीणा को परीक्षित किया। प्रलेखीय साक्ष्य में प्रदर्श-एम 1 से 5 तक प्रलेखों को प्रदर्शित किया तथा दिनांक 25.9.2019 को स्वयं के समर्थन में प्रदर्श-डब्ल्यू 6 से प्रदर्श-डब्ल्यू 12 तक अतिरिक्त प्रलेख भी प्रस्तुत किये।

6. विपक्षीगण ने अपनी साक्ष्य में श्री हरसहाय चान्दोलिया मुख्य प्रबन्धक को परीक्षित किया और कोई प्रलेख स्वयं की ओर से न प्रदर्शित करते हुए, प्रार्थी द्वारा प्रस्तुत प्रलेखों को ही साक्ष्य में प्रदर्शित किया।

7. दिनांक 27.11.2019 को मैंने उभयपक्ष के परस्पर विरोधी तर्कों पर साक्ष्य एवं प्रस्तुत किये गये न्यायिक दृष्टान्तों के प्रकाश में मनन किया।

8. प्रार्थी के प्रतिनिधि का यह तर्क है कि माननीय राजस्थान उच्च न्यायालय ने दिनांक 24.10.2017 को एस.बी. सिविल रिट पिटिशन संख्या 4442/2002 में पारित आदेश में यह उल्लेख किया है कि विपक्षीगण ने समझौता अधिकारी के समक्ष प्रस्तुत उत्तर में यह स्वीकार किया है कि प्रार्थी उनकी कम्पनी की जीप पर चालक के रूप में कार्यरत था। कथित ठेकेदार कम्पनी मैसर्स एफ.आई.आर.एन. का विपक्षी का ठेकेदार होना किसी साक्ष्य से प्रमाणित नहीं है। प्रार्थी ने अपने शपथपूर्वक कथन में कहा है कि दिनांक 5.7.1997 से 01.03.2001 तक— 3 वर्ष 8 माह तक उसने कार्य किया। फिर उसे मौखिक रूप से नौकरी से हटा दिया गया। इसलिये प्रार्थी ने इस अवधि में किये गये वेतन भुगतान, मैसर्स एफ.आई.आर.एन. नामक ठेकेदार कम्पनी से किया गया अनुबन्ध और उपस्थिति सम्बन्धी दस्तावेज प्रस्तुत करवाने का निवेदन अधिकरण से किया था, लेकिन विपक्षीगण द्वारा इन प्रलेखों को जानबूझकर प्रस्तुत नहीं किया गया। इसलिये

विपक्षीगण के विरुद्ध प्रतिकूल उपधारणा की जानी चाहिये और प्रार्थी द्वारा साक्ष्य में किया गया कथन प्रमाणित मान लिया जाना चाहिये। विपक्षी साक्षी हरसहाय चान्दोलिया का शपथ-पत्र वस्तुतः स्वीकार किये जाने योग्य ही नहीं है, क्योंकि इस साक्षी ने कहा है कि उसने जो भी कथन किये हैं वे बाद पत्रावली में उपलब्ध अभिलेख के आधार पर किये गये हैं। जबकि विपक्षीगण ने तो कोई अभिलेख/प्रलेख प्रस्तुत ही नहीं किये। उन्होंने अपने तर्क के समर्थन में निम्नांकित न्यायिक दृष्टान्त प्रस्तुत किये:-

- (1) 2005 (4) एस.सी.टी. (सुप्रीम कोर्ट) 695 आर.एम.येल्लाटी बनाम असिस्टेन्ट एक्जीक्यूटिव इंजीनियर
- (2) 2010 (1) एस.सी.टी. (सुप्रीम कोर्ट) 820 डायरेक्टर फिशरीज टर्मिनल डिवीजन बनाम भीखुभाई मेघाजी भाई चावड़ा

9. विपक्षीगण के प्रतिनिधि ने प्रार्थी प्रतिनिधि के तर्कों का विरोध करते हुए यह कहा है कि प्रार्थी स्वयं ने अपने साक्ष्य में जो प्रलेख प्रस्तुत किये हैं, उनसे ही यह तथ्य प्रमाणित होता है कि प्रार्थी की आवश्यकता होने पर वाहन चालन तथा डीजी सेट और पम्प हाउस की देखभाल आदि के कार्य हेतु यदाकदा कार्य लेकर पारिश्रमिक का भुगतान किया गया है, जैसा कि प्रदर्श 4 ए, 4 बी के अवलोकन से प्रमाणित होता है। प्रार्थी ने अपने प्रतिपरीक्षण में यह स्वीकार किया है कि प्रदर्श 4 ए और 4 बी वाउचर उसने स्वयं पेश किये हैं और इनमें किये गये भुगतान उसे स्वीकार है। इन प्रलेखों के अतिरिक्त प्रार्थी के पास वेतन भुगतान किये जाने की कोई रसीद नहीं है। इसलिये, यदाकदा आवश्यकता होने पर प्रार्थी से लिये गये कार्य की मजदूरी स्वरूप प्रार्थी को यदि विपक्षीगण द्वारा भुगतान कर दिया गया है तो मात्र इस आधार पर वह विपक्षी का कर्मचारी नहीं बन जाता है। प्रदर्श-3 विपुल गांधी नामक ठेकेदार के कर्मचारी का पत्र है जिसे प्रार्थी स्वयं ने ही प्रस्तुत किया है। इस पत्र में प्रार्थी का मैसर्स एफ.आई.आर.एन. नामक फर्म में कार्यरत होना उल्लेखित है। इसी प्रकार प्रार्थी द्वारा प्रस्तुत किसे गये अन्य प्रलेख भी यह प्रमाणित नहीं करते हैं कि प्रार्थी को विपक्षीगण द्वारा नियोजित किया गया हो। इसलिये प्रार्थी विपक्षीगण की सेवा में निरन्तरता और वेतन परिलाभ प्राप्त करने का अधिकारी ही नहीं है। उसकी सेवा को किसी प्रकार विनियमित नहीं किया जा सकता। उन्होंने अपने तर्क के समर्थन में निम्नांकित विधिक दृष्टान्त प्रस्तुत किये हैं :-

- (1) 2007 एल.एल.आर. 338 (सुप्रीम कोर्ट) अकाउन्ट्स ऑफिसर ए.एन्ड.आई./ए.पी.आर.टी. सी.बनाम के.वी. रामाना
- (2) 2006 एल.एल.आर. 381 (सुप्रीम कोर्ट) स्टेट ऑफ मध्य प्रदेश व अन्य बनाम अर्जुन लाल रजक
- (3) 2007 एल.एल.आर. 561 (सुप्रीम कोर्ट) पंजाब वाटर सप्लाई एण्ड सीवरेज बोर्ड बनाम रणजोध सिंह व अन्य
- (4) (2002) 10 सुप्रीम कोर्ट केसेज असिस्टेन्ट एक्जीक्यूटिव इंजीनियर कर्नाटक बनाम शिवलिंगा

10. इस प्रकरण में निम्नलिखित विचारणीय बिन्दु उत्पन्न हुए हैं:-

बिन्दु संख्या 1 :- क्या प्रार्थी उसकी सेवासमाप्ति तिथि 1.3.2001 से पूर्ववर्ती एक कैलेण्डर वर्ष की अवधि में विपक्षी के अधीन 240 दिन से अधिक कार्यरत रहा तथा विपक्षीगण ने अधिनियम की धारा 25 (एफ) का अनुपालन किये बिना प्रार्थी को सेवा से पृथक कर दिया ?

बिन्दु संख्या 2 :- क्या विपक्षीगण ने प्रार्थी को सेवा से मुक्त करने के बाद प्रार्थी से कनिष्ठ अन्य व्यक्ति को उसी वाहन पर ड्राइवर के पद पर नियुक्त कर लिया?

बिन्दु संख्या 3 :- अनुतोष ?

बिन्दु संख्या 1 :- इस बिन्दु के सम्बन्ध में प्रार्थी का सर्वप्रथम तर्क यह है कि दिनांक 24.10.2017 को माननीय राजस्थान उच्च न्यायालय ने एस.बी.सी.डब्ल्यू.पी. संख्या 4442/2002 गणपत लाल बनाम यूनियन ऑफ इण्डिया व अन्य में जो निर्णय पारित किया है उसमें विपक्षी द्वारा समझौता अधिकारी के समक्ष प्रस्तुत किये गये प्रतिउत्तर का उल्लेख करते हुए यह लिखा गया है कि कर्मकार विपक्षी कम्पनी का जीप पर ड्राइवर के रूप में कार्य कर रहा था। इसलिये प्रार्थी की नियुक्ति विपक्षी कम्पनी में होना एक स्वीकृत तथ्य है। इस तर्क के विरोध में विपक्षी ने कहा है कि प्रार्थी विपक्षी कम्पनी के लिये कार्य कर रहे मैसर्स एफ.आई.आर.एन. नामक ठेकेदार के अधीन कार्य करता था। यदाकदा विपक्षी द्वारा प्रार्थी से विपक्षी की जीप चलवाई गई थी तथा उस कार्य का भुगतान उसे विपक्षी द्वारा किया गया था। इस प्रकार प्रार्थी को विपक्षी द्वारा नियोजित किया जाना स्वीकृत तथ्य नहीं है। मैंने उभयपक्ष के इन तर्कों पर मनन किया। माननीय उच्च न्यायालय के निर्णय में वर्णित उपर्युक्त तथ्य से यह निष्कर्षित नहीं किया जा सकता है कि प्रार्थी को विपक्षी ने नियोजित कर जीप पर चालक नियुक्त किया हो। मात्र प्रार्थी का विपक्षी की जीप पर कुछ दिन चालक का कार्य करना ही प्रमाणित माना जा सकता है। अतः अब यह दृष्टव्य है कि प्रार्थी ने किस प्रकार विपक्षी की जीप को चलाया। विपक्षी साक्षी ने अपने साक्ष्य में यह स्पष्ट कहा है कि प्रार्थी को सांगानेर डिपो पर नियुक्त नहीं किया गया तथा नोनकोर कार्यों के लिये मैसर्स एफ.आई.आर.एन. को ठेका दिया गया था। इस ठेकेदार द्वारा ही प्रार्थी को कार्य पर रखा गया था। जब कम्पनी (विपक्षी) को अपनी जीप के लिये ड्राइवर की आवश्यकता होती तो ठेकेदार से ड्राइवर की मांग की जाती थी। चूंकि प्रार्थी के पास वाहन चलाने का लाईसेन्स था इसलिये ठेकेदार प्रार्थी को ड्राइवर का कार्य करने हेतु भेज देता था। जिसका अलग से भुगतान विपक्षी द्वारा किया जाता था। प्रार्थी गणपत लाल स्वयं ने इस प्रकार प्राप्त किये गये भुगतानों की रसीदें प्रदर्श-4 बी व 4 सी साक्ष्य में प्रदर्शित की हैं।

11. विपक्षी साक्षी हरसहाय चान्दोलिया के इन सशपथ कथनों को प्रार्थी द्वारा की गई प्रतिपरीक्षा में कोई चुनौती नहीं दी गई है। यहीं नहीं प्रार्थी गणपत लाल ने अपने प्रतिपरीक्षण में यह स्वीकार कर लिया है कि प्रदर्श-4 बी रसीद द्वारा उसे टाटा सुमो की ड्राईविंग का 600 रुपये का भुगतान किया जाना सही है। प्रदर्श-4 बी में किये गये सभी भुगतान उसे स्वीकार हैं। यहीं नहीं प्रार्थी ने प्रदर्श-4 ए वाउचर स्वयं प्रस्तुत करना स्वीकार करते हुए यह कहा है कि इस वाउचर के माध्यम से किये गये भुगतान डीजी सेट व पम्प हाउस की देखभाल हेतु न होकर उसके द्वारा की गई ड्राईविंग का भुगतान है। किन्तु इस विरोधाभासी प्रविष्टि पर उसने कभी कोई आपत्ति नहीं करना कहा है।

12. इस स्थिति में प्रदर्श-4 "ए, बी और 4 सी" जो की उभयपक्ष द्वारा स्वीकृत प्रलेख हैं के पठन से यह भलीभांति प्रमाणित होता है कि प्रार्थी ने मात्र सितम्बर 2000 से दिसम्बर 2000 तक विभिन्न अवसरों पर 15 दिन विपक्षी का कार्य किया, जिसके पारिश्रमिक स्वरूप विपक्षी द्वारा उसे भुगतान किया गया। इस तथ्यात्मक परिदृश्य में यह प्रश्न स्वभाविक रूप से उत्पन्न होता है कि प्रार्थी के अनुसार यदि प्रार्थी इस अवधि में विपक्षी के अधीन नियोजित कर्मचारी रहा होता तो उससे लिये गये कार्य की मजदूरी प्रतिदिन की दर से कभी 3, कभी 4 और कभी 5 दिन के भुगतान करने के स्थिति कैसे उत्पन्न होती? इस प्रश्न का सम्भाव्य उत्तर यहीं हो सकता है कि चूंकि प्रार्थी विपक्षी का नियोजित कर्मकार न होकर ठेकेदार मैसर्स एफ.आई.आर.एन. का कर्मचारी था, से आवश्यकता होने पर विपक्षी ने स्वयं के वाहन पर चालक का कार्य करवाया तथा किये गये कार्य का भुगतान प्रार्थी को किया। जिसे प्रार्थी ने भी स्वीकार किया है। इस स्थिति में प्रार्थी को विपक्षी द्वारा नियोजित किये जाने का तर्क अपना आधार खो देता है।

13. प्रार्थी का आगामी तर्क है कि विपक्षी द्वारा वेतन भुगतान सम्बन्धी रजिस्टर, गेट एन्ट्री रजिस्टर तथा ठेकेदार एफ.आई.आर.एन. से किये गये अनुबन्ध पत्र को प्रस्तुत करने के अधिकरण के आदेश पर भी विपक्षी ने यह प्रलेख प्रस्तुत नहीं किये। यदि ये प्रलेख विपक्षी प्रस्तुत कर देता तो प्रार्थी का 240 दिन से अधिक कार्यरत होने का तथ्य भी प्रमाणित हो सकता था। इसलिये विपक्षी के विरुद्ध प्रतिकूल उपधारणा की जावे। प्रार्थी ने इस तर्क के समर्थन में आर.एम. येल्लाटी बनाम असिस्टेंट एक्जीक्यूटिव इन्जीनियर तथा डायरेक्टर फिशरीज टर्मिनल डिवीजन बनाम भीखुभाई मेघाजी भाई चावड़ा के निर्णयों में माननीय सर्वोच्च न्यायालय द्वारा पारित अधिमत का अवलम्ब लिया है। इन निर्णयों में माननीय उच्चतम न्यायालय ने यह प्रतिपादित किया है कि 240 दिन सेवा पूर्ण करने के तथ्य को प्रमाणित करने का प्रारम्भिक सिद्धिभार कर्मकार स्वयं पर है — एकबार यदि कर्मकार सशपथ कथन करें अथवा प्रथम दृष्टया कुछ साक्ष्य प्रस्तुत करें तत्पश्चात विपक्षी से उसके सेवा सम्बन्धित अभिलेख प्रस्तुत करवाने का निवेदन किया जावे तो ऐसी स्थिति में यह सिद्धिभार नियोजक पर अन्तरित हो जाता है कि वह प्रमाणित करें कि कर्मकार लगातार 240 दिन से अधिक की सेवा में नहीं था।

14. विपक्षी ने प्रार्थी द्वारा चाहे गये प्रलेखों की सुसंगता पर आक्षेप करते हुए यह भी कहा है कि वांछित प्रलेख 18 वर्ष से अधिक पुराने हैं तथा सम्बन्धित संस्थापन के बन्द हो जाने से उन्हें प्रस्तुत करना भी सम्भव नहीं रहा है। अपने तर्क के समर्थन में उन्होंने माननीय सर्वोच्च न्यायालय द्वारा पारित निर्णय असिस्टेंट एक्जीक्यूटिव इन्जीनियर कर्नाटक बनाम शिवलिंगा में पारित अधिमत का अवलम्ब लिया है। माननीय सर्वोच्च न्यायालय ने इस निर्णय में यह कहा है कि जब न्यायालय से अनुतोष चाहने हेतु 9 वर्ष से अधिक विलम्ब से पहुंचा जावे तो अभिलेखों को इतनी दीर्घ अवधि तक संधारित करना सम्भव नहीं होता है। इस प्रकरण में यद्यपि सेवासमाप्ति के लगभग 16 वर्ष उपरान्त केन्द्रीय सरकार द्वारा यह विवाद प्रेषित किया गया है, किन्तु अभिलेख यह भी दर्शाता है कि प्रार्थी ने समझौता अधिकारी के समक्ष विवाद वर्ष 2001 में ही प्रस्तुत किया था, किन्तु समुचित सरकार ने अधिनिर्णयन हेतु उसे प्रेषित नहीं किया। माननीय उच्च न्यायालय के आदेश के उपरान्त ही वर्ष 2017 में विवाद को अधिकरण को न्यायनिर्णयन हेतु प्रेषित किया गया। परिस्थिति जो कुछ भी हो यह अधिमत अवश्य है कि कथित सेवासमाप्ति के 16 वर्ष उपरान्त अभिलेखों को संधारित किया जाना एवं प्रस्तुत करना विपक्षी के लिये सम्भव नहीं था।

15. इस विवाद में तो प्रार्थी ने जो कुछ साक्ष्य प्रस्तुत किया है उससे यहीं तथ्य उद्घाटित होता है कि प्रार्थी को कुछ दिनों के लिये विपक्षी के वाहन पर चालक का कार्य करने के लिये आवश्यकतानुरूप रखा गया। जिसकी मजदूरी का भुगतान विपक्षी द्वारा कर दिया गया। प्रार्थी ने भी यह स्वीकार किया है कि प्रदर्श 2 से 4 सी के अलावा उसके पास वेतन भुगतान की और कोई रसीद नहीं है। इस स्थिति में विपक्षी से यह अपेक्षा करना कि वह प्रार्थी के कथित सेवा संबंधी वांछित अभिलेख प्रस्तुत करें न्यायोचित एवं विधि पूर्ण नहीं है। अभिलेखों के सम्बन्ध में विपक्षी द्वारा सशपथ यह कहा गया है कि प्रार्थी विपक्षी के अधीन नियुक्त ही नहीं किया गया, इसलिये उसका कोई अभिलेख अस्तित्व में न होने से प्रस्तुत नहीं किया जा सकता है। प्रार्थी के प्रार्थना पत्र पर इस अधिकरण द्वारा दिनांक 11.9.19 को यह आदेश दिया गया था कि "विपक्षी को अब प्रलेखों के प्रस्तुतीकरण से विबन्धित किया जाता है तथा प्रार्थी विधि अनुरूप इन अभिलेखों के अस्तित्व एवं तथ्यों के सम्बन्ध में द्वितीयक साक्ष्य प्रस्तुत करने को उन्मुक्त है"। किन्तु प्रार्थी द्वारा इस आदेश के अनुसरण में कोई द्वितीयक साक्ष्य प्रलेखों के अस्तित्व तथा उनमें वर्णित तथ्यों के सम्बन्ध में प्रस्तुत नहीं की गई है। प्रार्थी अपने प्रतिपरीक्षण में स्वीकार करता है कि उसे नौकरी में रखते समय नियुक्ति पत्र दिया गया था, किन्तु वह पेश नहीं कर सकता। प्रार्थी कहता है कि विपक्षी ने ड्राईवर के अतिरिक्त और कोई काम नहीं लिया। किन्तु प्रार्थी ने अपने दावे के अभिकथन में यह वर्णित किया है कि उसे भर्ती प्रक्रिया अपनाते हुए नियुक्ति दी गई थीतथा उससे उसके कार्य के अतिरिक्त ड्राईवर का कार्य भी लिया गया था"। इस कथन से यह प्रकट होता है कि प्रार्थी को मूल रूप से तो किसी अन्य कार्य के लिये नियोजित किया गया था, किन्तु ड्राईवर का कार्य उससे अतिरिक्त रूप में करवाया जाता था। जबकि प्रार्थी शपथ पर कहता है कि उससे ड्राईवर के अतिरिक्त और कोई कार्य नहीं लिया गया। इस प्रकार अभिवचनों एवं

साक्ष्य में जो विरोधाभास उत्पन्न हुआ है उससे प्रार्थी का साक्ष्य संदिग्ध एवं खण्डित हो जाता है। विपक्षी द्वारा भर्ती प्रक्रिया अपनाते हुए प्रार्थी को सेवा में नियोजित करना प्रमाणित नहीं हुआ है।

16. इस परिदृश्य में जबकि प्रार्थी प्रथम-दृष्टया साक्ष्य से ही विपक्षी द्वारा उसे सेवा में नियोजित किये जाने का तथ्य स्थापित नहीं होता है, प्रार्थी का विपक्षी से कथित सेवा अवधि के वेतन भुगतान एवं उपस्थिति समबन्धित अभिलेखों को प्रस्तुत करवाने का प्रयास करना प्रार्थी पर आरोपित सिद्धीभार को विपक्षी पर अन्तरित करने का असफल प्रयास मात्र प्रमाणित होता है। इसलिये प्रार्थी द्वारा अवलम्बित निर्णयों में प्रतिपादित विधि प्रार्थी के पक्ष में, तथ्यात्मक भिन्नता के कारण सहायक नहीं है। प्रार्थी, साक्ष्य से यह प्रमाणित नहीं कर सका है कि विपक्षी द्वारा सेवा में नियोजित किये जाने के पश्चात उसने कथित सेवासमाप्ति के पूर्ववर्ती एक कैलेण्डर वर्ष की अवधि में 240 दिन से अधिक कार्य किया हो।

17. विपक्षी ने अपने तर्कों में यह स्वीकार किया है कि प्रार्थी को कोई नोटिस, नोटिस वेतन एवं छंटनी मुआवजा नहीं दिया गया क्योंकि प्रार्थी को उन्होंने न तो नियोजित किया और न ही उसकी सेवासमाप्ति। विपक्षी का यह कथन साक्ष्य के उपर्युक्त विवेचन के उपरान्त पुष्ट होता है। इसलिये विपक्षी द्वारा अधिनियम की धारा 25 (एफ) के प्रावधानों के अन्तर्गत किसी भी प्रक्रिया का अनुपालन किया जाना आवश्यक नहीं था। अतः यह बिन्दु प्रार्थी के विरुद्ध निर्णीत किया जाता है।

बिन्दु संख्या 2 :— इस बिन्दु के सम्बन्ध में प्रार्थी से यह अपेक्षा है कि वह उसकी सेवासमाप्ति के उपरान्त उससे कनिष्ठ अन्य व्यक्ति को विपक्षी द्वारा चालक के रूप में नियुक्त किया जाना प्रमाणित करें। प्रार्थी गणपत लाल ने अपने दावे के अभिकथन में यह तो कहा है कि वरिष्ठता का ध्यान रखे बिना विपक्षी ने प्रार्थी को हटाया और उसकी जगह कनिष्ठ व्यक्ति को नियोजित रखा। किन्तु प्रार्थी ने बिन्दु संख्या 1 के निर्णय के अनुसार विपक्षी के अधीन नियोजन और सेवासमाप्ति का तथ्य प्रमाणित नहीं किया है। प्रार्थी ने उससे कनिष्ठ व्यक्ति का नाम जिसे विपक्षी ने प्रार्थी की सेवासमाप्ति के उपरान्त नियोजित किया, दावे में वर्णित नहीं किया। यही नहीं अपनी मुख्य परीक्षा के शपथपत्र में भी प्रार्थी ने उस व्यक्ति का नामोल्लेख नहीं किया। किन्तु प्रतिपरीक्षा में प्रार्थी ने उस व्यक्ति का नाम गोपाल बताया है। प्रतिपरीक्षा में वर्णित यह तथ्य निराधार प्रकट होता है क्योंकि प्रार्थी ने इस समबन्ध में कोई अन्य प्रलेखीय या अनुसमर्थक साक्ष्य भी प्रस्तुत नहीं किया है। प्रार्थी ने विपक्षी से तत्समबन्धी प्रलेख प्रस्तुत करवाने का आवेदन भी अधिकरण से नहीं किया है। अपने अभिवचनों और मुख्य परीक्षा में किसी तथ्य का उल्लेख न करना स्पष्टतः प्रार्थी के कथन को अविश्वसनीय प्रमाणित करता है। इस प्रकार प्रार्थी यह प्रमाणित नहीं कर सका है कि विपक्षी ने प्रार्थी की सेवासमाप्ति के पश्चात उससे कनिष्ठ किसी व्यक्तित्व को नियोजन में लिया हो और अधिनियम की धारा 25 (जी) व (एच) के प्रावधानों का उल्लंघन किया हो। अतः यह बिन्दु भी प्रार्थी के विरुद्ध निर्णीत किया जाता है।

बिन्दु संख्या 3 : अनुतोष :—विचारणीय बिन्दु संख्या 1 व 2 प्रार्थी के विरुद्ध निर्णीत किये गये हैं। प्रार्थी स्वयं को विपक्षी के अधीन नियोजित किया जाना तथा अधिनियम की धारा 25 (एफ), (जी) व (एच) के प्रावधानों के विपरीत सेवापृथक किये जाने का तथ्य भी प्रमाणित नहीं कर सका है। इसलिये प्रार्थी विपक्षी से कोई अनुतोष पाने का अधिकारी नहीं है।

18. उपर्युक्त निष्कर्ष के उपरान्त विपक्षी की ओर से प्रस्तुत निर्णय अकाउन्ट्स ऑफिसर (ए.एंडआई.) ए.पी.एस.आर. टी.सी. बनाम के.वी. रामाना, स्टेट ऑफ मध्य प्रदेश व अन्य बनाम अर्जुन लाल रजक तथा पंजाब वाटर सप्लाई एण्ड सीवरेज बोर्ड बनाम रणजोध सिंह व अन्य में माननीय उच्चतम न्यायालय द्वारा पारित यह अधिमत कि संविदा पर या आकस्मिक श्रमिक चाहे 240 दिन से अधिक लगातार सेवा कर चुके हों, सेवा/चयन नियमों के विरुद्ध पुनः नियोजन एवं विनियमन के अधिकारी नहीं हैं, इस विवाद के सन्दर्भ में तथ्यात्मक भिन्नता के कारण सहायक नहीं हैं। क्योंकि, प्रार्थी विपक्षी के अधीन 240 दिन से अधिक सेवा पूर्ण किये जाने का तथ्य ही प्रमाणित नहीं कर सका है। इस प्रकार प्रार्थी को विपक्षी की सेवा में पुनः स्थापित करने या विनियमित करने का कोई अवसर ही उत्पन्न नहीं हुआ है। प्रार्थी विपक्षीगण से कोई अनुतोष पाने का अधिकारी नहीं है। विवाद का अधिनिर्णयन इसी प्रकार किया जाता है।

19. श्रम मन्त्रालय भारत सरकार द्वारा इस अधिकरण को न्यायनिर्णयन हेतु प्रेषित रेफरेन्स का उत्तर उपर्युक्तानुसार दिया जाता है।

20. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 5 फरवरी, 2020

का.आ. 170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हैवी इंजीनियरिंग कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 53/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 24.01.2020 को प्राप्त हुआ था।

[सं. एल-26011/17/2015-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2015) of the Central Government Industrial Tribunal/Labour Court-2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Heavy Engineering Corporation Ltd. and their workman, which was received by the Central Government on 24.01.2020.

[No. L-26011/17/2015-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT : Dr. S.K.Thakur, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D.Act., 1947

REFERENCE NO. 53 OF 2015

PARTIES: : Sri Lal Deo Singh ,
Vice President,
Hatia Kamgar Union,
CD-542/II, PO: Dhurwa,
Distt: Ranchi,
(Jharkhand).

Vs.

The Chairman-cum-Managing Director,
Heavy Engineering Corporation,
PO: Dhurwa, Dist Ranchi.
Jharkhand.

Order No. L-26011/17/2015-IR(M) dt.13.07.2015

APPEARANCES :

On behalf of the workman/Union : None
On behalf of the Management : None

State : Jharkhand Industry : Energy Dated, Dhanbad, the 26th November 2019

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. **L-26011/17/2015-IR (M) dt.13.07.2015.**

SCHEDULE

“Whether the action of the Management of M/s HEC Ltd., Dhurwa, Ranchi by deducting 06 days salary, holding back one increment and non-giving promotion to Sri Lal Deo Singh, Jr. Manager, HTI/HEC Ltd, Ranchi due to his involvement in Trade Union activities is legal and justified? If not, what relief the workman Sri Lal Deo Singh, Ex- Jr. Manager is entitled to?”

On receipt of the Order No. **L-26011/17/2015-IR(M) dt.13.07.2015** as reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, it was registered as Reference case No. 53 of 2015 on 22.07.2015 before this Tribunal and accordingly an order to that effect was passed to issue notices through the Registered Post to the parties concerned directing them to appear before the Tribunal on the date fixed and to file their written statements along with the relevant documents. In pursuance of the said order notices by the Registered Post were sent to the parties concerned.

2. The Instant case matter was finally heard on date 26.11.2019 with none appearance from either side. The case was fixed over the matter for the step of long awaited filing Written Statement of Claim, an onus resting on the part of the Sponsoring Union/petitioner, for years together since inception of the case in 22.07.2015. The workmen/petitioner side had absented himself during the entire hearings right from 22.09.2015

to 26.11.2019, spread over more than four years despite having served notices dt. 14.08.2015, 30.08.2019 and 05.11.2019 at the address of the workman mentioned over leaf of the Government of India Order of the Reference. In spite of the fact that no one appeared on behalf of the appellant on several dates, the matters continued to be adjourned due to non-filing of claim by the Appellant. Contrary to it, the Written Statement of Claim from the party who has raised the dispute should have been filed within 15 days of the receipt of the order as stated in the Order of Reference from Government of India, which reads as follows :

“The Parties raising the dispute shall file a statement of claim complete with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such statement to each one of the opposite parties involved in this dispute under rule 10(b) of the Industrial Disputes (Central), Rules, 1957.”

The case matter refers to the issues with regard to deducting 06 days salary, holding back one increment and non-giving promotion to Shri Lal Deo Singh, Jr. Manager by the Management of HEC, Ranchi due to workman's involvement in Trade Union activities, thereby seeking relief by challenging the alleged action raising the dispute in Reference.

3. It is pertinent to say that legal proceedings could not take place to determine the issue by the Tribunal before which it keeps pending without filing of Written Statement of Claim, the admission of the facts, although the case adjourned to various dates over filing of WS spanning over years together right from 27.11.2015, 05.02.2016, 08.04.2016, 01.06.2016, 21.07.2016, 20.09.2016, 16.11.16, 11.01.2017, 01.03.2017, 24.04.2017, 16.06.2017, 17.08.2017, 10.10.2017, 21.11.2017, 26.08.2017, 18.09.2019, 04.11.2019 and finally on 26.11.2019 the day the case stands reserved for award due to none appearance and non filing of Written Statement by the workman. Though the proceedings was uninterruptedly going on to provide full opportunity to the workman concerned for the end of the natural justice with formal notices also because without notice to the parties under Reference is just like nothing but a nullity. Though none for the Management appeared during the Trial so long the scope for Management starts the movement, when the workman files the Written Statement of claim, to counter it.

4. In the light of the facts and materials on record, it has been absolutely clear that the workman concerned/ petitioner during the trial spanning over the years never showed seriousness/willingness to proceed with the instant case since 27.11.2015, the date of inception. The total facts move to indicate that the workman is not at all interested to proceed with the case despite several opportunities provided by the Tribunal, even on this day i.e., on 26.11.2019. The case deserves to be disposed off for want of merits on the footing the Industrial Dispute ceases to exist. Under such circumstances the case is closed on presumption that no relief needs to be granted to the concerned workman by the Management Opposite Party and is awarded accordingly.

Dr. S. K. THAKUR, Presiding Officer

नई दिल्ली, 5 फरवरी, 2020

का.आ. 171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स श्री सीमेन्ट लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, अजमेर पंचाट (संदर्भ संख्या 2/2019) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.01.2020 को प्राप्त हुआ था।

[सं. एल-29011/20/2018-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/2019) of the Industrial Tribunal/Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Shree Cement Limited and other and their workman, which was received by the Central Government on 17.01.2020.

[No. L-29011/20/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

अनुबंध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी : श्री रमाकांत शर्मा, आर.एच.जे.एस

प्रकरण संख्या सीआईटीर 2/2019

सीआईएस नम्बर 9/2019

भारत सरकार का रेफरेंस नं. एल-29011/20/2018-आईआर(एम) दिनांक 10.01.2019

The President, Pali Jilla Cement Karamchari Sangh, Bangur Cement Ras,
Post Ras, tehsil Jaitaran, District Pali (Rajasthan)

...प्रार्थी यूनियन

बनाम

1. The General Manager (P & A), M/s. Shree Cement Ltd.
Ras Distric Pali (Rajasthan)-306302,
2. The Manager, M/s. Maa Bala Sati Engineering, 2 Krishna Colony,
Beawar, Rajasthan-305901

...अप्रार्थीगण

उपस्थिति

प्रार्थी पक्ष की ओर से : कोई उपस्थित नहीं।

—: अवार्ड :-

दिनांक: 02.12.2019

1. केन्द्र सरकार की ओर से इस न्यायालय के अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया गया है:-

‘Whether the submission of Pali Jilla Cement Karamchari Sangh that the management of M/s. Maa Bala Sati Engineering & others terminated the Service of Shri Trilok Singh, Shri Laxman Singh, Shri Puran Singh and Shri Arjun singh w.e.f. 23-1-2018 is correct and legally justified? If yes, then what relief the concerned workers are entitled to and from which date?’

2. उक्त रेफरेंस इस न्यायालय को प्राप्त होने पर इसे दर्ज किया गया। प्रार्थी पक्ष को साधारण व रजिस्टर्ड डाक से नोटिस जारी किया गया। प्रार्थी पक्ष को रजि0 डाक से नोटिस तामील नहीं होकर जारी लिफाफा “इस नाम से कोई नहीं मिला” के नोट से लौटकर प्राप्त हुआ किन्तु दिनांक 8.4.2019 को श्री बाबूलाल शर्मा एडवोकेट ने उपस्थित होकर वकालतनामा पेश करने की अण्डरटेकिंग दी और उसके पश्चात दिनांक 1.5.2019 को श्री ललित सिंह राठौड एडवोकेट ने उपस्थित होकर अपनी वकालतनामा पेश करने की अण्डरटेकिंग प्रस्तुत की तथा उसके पश्चात तीन पेशियों तक उनके अधिवक्ता ने स्टेटमेंट ऑफ क्लेम पेश करने के अवसर लिए और दिनांक 9.9.2019 के पश्चात निरंतर अनुपस्थित रहे हैं। गत चार पेशियों से प्रार्थी पक्ष की ओर से ना तो कोई उपस्थित आ रहा है और ना ही उनकी ओर से उपस्थित होकर स्टेटमेंट ऑफ क्लेम ही पेश किया गया है। ऐसा प्रतीत होता है कि प्रार्थी पक्ष अपने प्रकरण के प्रति गंभीर नहीं है। ऐसे में प्रकरण में इस प्रकरण में “कोई विवाद शेष नहीं” अवार्ड पारित किया जाना उपयुक्त एवं न्यायसंगत है।

—:आदेश:-

अतः उक्त विवेचनानुसार उक्त निर्देशित विवाद में कोई विवाद शेष नहीं अवार्ड (No Dispute Award) पारित किया जाता है।

रमाकांत शर्मा, न्यायाधीश

नई दिल्ली, 5 फरवरी, 2020

का.आ. 172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स न्यू अप्पन कैटरर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 06/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 04.02.2020 को प्राप्त हुआ था।

[सं. एल-17012/10/2012-आईआर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th February, 2020

S.O. 172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2012) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. New Appayan Caterers and their workman, which was received by the Central Government on 04.02.2020.

[No. L-17012/10/2012-IR(M)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 06 of 2012

Parties: Employers in relation to the management of
M/s. New Appayan Caterers, contractor of ESIC

AND

Their workmen

Present: Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. Suvodip Bhattacharjee, learned counsel

On behalf of the Workmen : None

State: West Bengal.

Industry: ESIC.

Dated: 22nd January, 2020

AWARD

By Order No. L-17012/10/2012-IR(M) dated 20.03.2012 and addendum of even number dated 10.07.2012 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s New Appayan Caterers in dismissing the contract worker Shri Gopal Das from canteen duty vide letter dated 18.05.2011 is legal and justified? What relief the workman is entitled to?”

2. The workman, Shri Gopal Das has stated in his statement of claim that he is a member of the union. He was employed by Ms. New Appayan Caterers as a canteen worker at Joka ESI Hospital in 2003. He always discharged his duties as a canteen worker to the satisfaction of the management, but on 18th May, 2011 he was forcibly denied entry into the canteen as well as in Joka ESI Hospital. M/s. New Appayan Caterers is a proprietary establishment of Shri Sandip Halder who considered it as his personal fiefdom, violating various labour laws. He deprived the workers from their lawful benefits and also at the slightest opportunity he used offensive and abusive language against the workmen, even to the extent of slapping and beating them. Shri Gopal Das used to protest against such inhuman acts of Shri Sandip Halder attracting Shri Halder's wrath. On

15th April, 2011 at about 12 in the noon Shri Gopal Das was returning from toilet when he was confronted by Shri Halder with verbal abuse. Even after disclosing that he was absent from his duty post for about five minutes to attend nature's call, Shri Sandip Halder became very furious and on protest he slapped and hit with fists and blows and with the help of his henchmen drove away Shri Gopal Das from the canteen as well as from the hospital premises. He was also not paid his salary. The union sometimes thereafter received two letters, one dated 18.04.2011 and the other dated 18th May, 2011 addressed to Shri Gopal Das with copy to the union. Letter dated 18.04.2011 appeared to be a letter of suspension while letter dated 18th May, 2011 was a termination letter of Shri Gopal Das. No chargesheet was ever issued to him, nor any domestic enquiry was initiated. Due to such illegal termination the workman concerned suffered irreparable loss and injuries to his livelihood.

3. In reply to the statement of claim of the workman concerned, M/s. New Appayan Caterers filed its written statement denying the allegations of the workman concerned and pleaded *inter alia* that the reference is not maintainable as the union has no authority to espouse the cause of the concerned workman. The concerned workman frequently misbehaved with the proprietor of the establishment and willfully neglected his duties causing damages to his proprietor. Number of times opportunity was extended to him to mend his conduct, but he failed to rectify himself. The workman always disliked personal supervision of the proprietor. Therefore, the concerned workman along with other co-workers started non-cooperation movement from various angles and initiated harassment with intention to damage the assignment of the proprietor and adopting tactics to delay supply of food to the patients. Time and again the proprietor requested the union officials, but no fruitful result came out. Thus, under compelling circumstances, the proprietor initiated disciplinary proceeding by issuing show cause notice, but the workman concerned with the aid of the union refused. On 15th April, 2011 the concerned workman was absent from duty and when he was asked by the proprietor on his return the reasons for his absence, he became violent and physically assaulted the proprietor. Finding no other alternative the proprietor issued one suspension order for a month but inspite of such suspension, the workman is regularly and forcefully entering canteen premises for his personal gain, apprehended major loss and injury to the proprietor and his property. Therefore, the proprietor finally terminated the service of the concerned workman on 18th May, 2011. The concerned workman did not submit any reply in respect of any allegation mentioned in the suspension order where he was asked to explain within the stipulated period. Since the charges were not denied by giving any reply, it was taken on record that the workman concerned, in fact, admitted the charges by his conduct. In view of all these, there was no need to hold any formal enquiry for the purpose of proving the charges.

4. The workman concerned has also filed his rejoinder reiterating the averments made in the statement of claim and has pleaded that the purported suspension and termination were manufactured and a cover up exercise. No chargesheet was ever issued to him nor any domestic enquiry was initiated. He was also not allowed to take any defence.

5. The workman concerned has filed his affidavit in evidence, but he did not turn up for cross-examination. On behalf of the management of New Appayan Caterers Shri Sandip Halder has filed his affidavit, but as nobody was appearing for the workman or the union, his examination-in-chief remained uncontroverted.

6. I have heard the learned counsel for M/s. New Appayan Caterers, but argument of the union or the workman could not be heard as nobody appeared.

7. At the very outset the management has challenged the union's competency to espouse the cause of the workman concerned. However, this dispute relates to termination of the workman which is itself is an industrial dispute without espousal by the union. Section 2A of the Industrial Disputes Act, 1947 is clear in this regard which may be reproduced as below -

2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute –

(1) Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union or workmen is a party to the dispute.

(2)

(3)

Thus the reference cannot be said to be bad for the reasons contended by the management.

8. It is admitted case of the parties that Shri Gopal Das was an employee of M/s. New Appayan Caterers who was suspended and terminated for his misbehavior with the proprietor of M/s. New Appayan Caterers.

Where the allegation of misbehavior and insubordination is made against any workman, it amounts to misconduct, therefore, departmental enquiry is essential. In the present case, though the workman did not adduce any evidence but admittedly no enquiry was ever held by the management. It is admitted case of the management that Shri Gopal Das did not reply the allegations made in the show cause notice or in the suspension order within the stipulated time. Therefore, non-reply of allegations amounted to admission of charges against him. This contention of the management appears to be unsustainable. Even if the workman does not reply to the show cause notice, it is necessary to issue chargesheet against him specifying the charges made against him in clear language. Where chargesheet itself was never given to him, how a workman can be presumed to have admitted his misconduct. Therefore, non-reply of the allegations incorporated in suspension order does not amount to admission of misconduct. It is possible, as it is set up in the written statement that the workman concerned did not cooperate for the enquiry, but issue of chargesheet and service of same on the workman concerned was obligatory. Thereafter the enquiry may proceed ex parte in case of non-cooperation, but necessity of initiating domestic enquiry by issuing chargesheet cannot be dispensed with in the given set of circumstances. Hence termination of the workman concerned cannot be sustained in eye of law.

9. At this stage question arises as to whether in such circumstances the employer is entitled to get an opportunity to issue chargesheet to the workman concerned and thereafter lead evidence before this Tribunal to establish the charges against the workman concerned? If yes, under what circumstances? This issue has been dealt with by the Hon'ble Apex Court in **Shankar Chakraborty v. Britania Biscuit Co. Ltd.**, AIR 1979 SC1652 : 1979-II-LLJ 194 SC wherein it has been held –

“Having given our most anxious consideration to the question raised before us, and minutely examining the decision in Cooper Engineering Ltd. case (supra) to ascertain the ratio as well as the question raised both on precedent and on principle, it is undeniable that there is no duty cast on the Industrial Tribunal or the Labour Court while adjudicating upon a penal termination of service of workman either under S. 10 or under S. 33 to call upon the employer to adduce additional evidence to substantiate the charge of misconduct by giving some specific opportunity after decision on the preliminary issue whether the domestic enquiry was at all held, or if held, was defective, in favour of the workman, Cooper Engineering Ltd. case (supra) merely specifies the stage at which such opportunity is to be given, if sought. It is both the right and obligation of the employer, if it so chooses, to adduce additional evidence to substantiate the charges of misconduct. It is for the employer to avail of such opportunity by a specific pleading or by specific request. If such an opportunity is sought in the course of the proceeding the Industrial Tribunal or the Labour Court, as the case may be, should grant the opportunity to lead additional evidence to substantiate the charges. But if no such opportunity is sought nor there is any pleading to that effect no duty is cast on the Labour Court or the Industrial Tribunal suo motu to call upon the employer to adduce additional evidence to substantiate the charges.”

(Emphasis supplied)

10. Referring the principles laid down in Shankar Chakraborty case (supra) the Hon'ble Apex Court in **M.L.Singh v. Punjab National Bank**, 2018 LAB I.C. 4321 observed –

“44. This Court while answering the aforesaid question held that it is for the employer to ask for such opportunity to lead evidence to prove the charge of misconduct and once such prayer is made in any form, i.e., orally or by application or in the pleading, the same cannot be denied to the employer. It has to be granted to enable him to prove the misconduct. This Court further held that no duty is cast upon the Court to offer such opportunity to the employer suo motu, if he does not ask for it. In other words, he has to ask for from the Court by any of the three modes mentioned above.”

11. In the instant case, the management of New Appayan Caterers has not made any prayer in any form, either oral or by moving an application or even in its written statement asking for opportunity to issue chargesheet and lead evidence to prove the charge of misconduct against the workman concerned. Hence no question of affording any opportunity to M/s. New Appayan Caterers to issue chargesheet and to lead evidence arises. Consequently the termination order issued by the employer without conducting any enquiry against the workman concerned cannot be sustained and liable to be quashed.

12. Where the termination order is quashed, the workman concerned is obviously entitled for reinstatement.

13. So far as back wages are concerned, no basis or formula can be laid down as to under what circumstances payment of entire back wages should be allowed. It depends upon the facts and circumstances of each case. In **U.P. Brushware Corporation v Uday Narayan Pandey**, (2006) 1 SCC 479 the Hon'ble Supreme Court has held that payment of back wages is not automatic where the action of the management is set aside. It

should not be granted mechanically only because on technical ground or otherwise when an order of termination was found to be in contravention of the provisions of the Act.

14. Further in **General Manager, Hariyana Roadways v. Rudhan Singh**, (2005) 5 SCC 591 it has been held that

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of provisions of Section 25F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment viz. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment, namely whether ad-hoc, short-term, daily wages, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors, which has to be taken into consideration is the length of service which the workman rendered with the employer. If the workman had rendered a considerable period of service and his services were wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at his age and qualification possessed by him, he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, award of back wages for complete period viz. from the date of termination till the date of award, which our experience shows is often quite large would be wholly inappropriate.”

15. At the same time the workman is required to prove that he remained unemployed during the period in question. Hon'ble the Supreme Court in **Navartis Limited v. State of West Bengal**, (2009) 3 SCC 124 has held that

“19. There can, however, be no doubt whatsoever that there has been a in the approach of this Court with regard to payment of back wages. Back wages cannot be granted almost automatically upon setting aside an order of termination inter alia on the premises that the burden to show that the workman was gainfully employed during interregnum period was on the employer. This Court in a number of decisions opined that the grant of back wages is not automatic. Burden of proof that he remained unemployed would be on the workman keeping in view the provisions of Section 106 of Evidence Act, 1872.”

15. Learned counsel for the workman relying on **Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya & Others**, (2013) 10 SCC 324 has contended that it is for the employer to prove that the workman was not gainfully employed during interregnum period. The Hon'ble Apex Court in **Deepali Gundu case** (supra) relying on **Rudhan Singh** and **Uday Narayan Pandey case** (supra) has held that payment of back wages either fully or partially depends upon the facts and circumstances of each case. Further in **Rudhan Singh case** (supra) the Hon'ble Court has held -

“Therefore, it is necessary for the employee to plead that he was not gainfully employed from the date of his termination. While an employee cannot be asked to prove the negative, he has to at least assert on oath that he was neither employed nor engaged in gainful business or fortune and that he did not have any income, then the burden will shift to the employer.”

16. Now coming to the facts of the instant case, the workman concerned has nowhere pleaded, nor stated on oath that he was not gainfully employed during the intervening period. Hence, there is no question of shifting of burden on the employer to prove that the workman concerned was gainfully employed and that of awarding back wages to him.

17. In view of above, it is established that the termination order passed by the employer against the workman concerned is illegal and the workman is entitled for reinstatement in service, however, without any back wages.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,

The 22nd January, 2020